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City and County of Denver and State of Colorado School District No. 1 and Denver Classroom Teachers Association (1988)

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City and County of Denver and State of Colorado School District No. 1 and Denver Classroom Teachers Association (1988)

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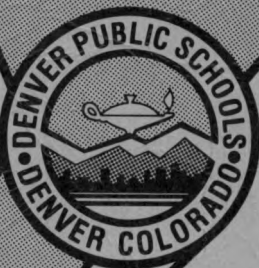
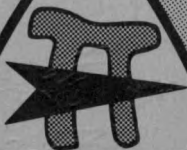
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AGREEMENT



DENVER CLASSROOM TEACHERS ASSOCIATION

DENVER PUBLIC SCHOOLS

12/90

AGREEMENT

between

DENVER CLASSROOM TEACHERS ASSOCIATION

and

SCHOOL DISTRICT NO. 1

IN THE CITY AND COUNTY OF DENVER

AND STATE OF COLORADO

DENVER CLASSROOM TEACHERS ASSOCIATION

1780 S. BELLAIRE, SUITE 100

DENVER, COLORADO 80222

Telephone: (303) 782-0077

DENVER PUBLIC SCHOOLS

900 GRANT STREET

DENVER, COLORADO 80203

OCTOBER 6, 1988

TO

DECEMBER 31, 1990

PRINTED BY
DENVER SCHOOL PRESS

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AGREEMENT

This agreement is made and entered into by and between SCHOOL DISTRICT NO. 1 in the CITY and COUNTY of DENVER and STATE of COLORADO and the DENVER CLASSROOM TEACHERS ASSOCIATION this 6th day of October, 1988.

The Board and the Association recognize that providing a high quality education for the children of Denver is the paramount objective of the School District, that high morale of the teaching staff is necessary for the best education of children, and that:

The Board is elected by the qualified electors of the School District as the governing body of the School District and, as such, possesses all powers delegated to a board of education or to a school district by the Constitution and laws of the State of Colorado, together with the duties imposed thereby.

The Superintendent is the chief executive officer of the Board, and as such, administers the affairs and programs of the School District as provided by law and Board policy.

Teachers and the Board share responsibility for providing education of the highest possible quality for the pupils of the School District, and both parties recognize that teachers have the major role in direct contact with pupils.

Attainment of the objectives of the educational program conducted in the Denver Public Schools requires mutual understanding and cooperation between the Board and the teachers. To this end, good-faith negotiations between the Board and the Association with a free and open exchange of views are desirable.

Teaching is a profession requiring the possession of specialized educational qualifications.

Association members affirm that they recognize that it is imperative that all teachers represented by the Association be sensitive to the needs and aspirations of children regardless of race, color, ethnic background, creed, or economic status and further that intolerant or biased conduct toward pupils will not be condoned.

Now, therefore, the parties agree as follows.

ARTICLE 1 — Definitions

- 1-1 The term "teacher" as used in this Agreement shall refer to all regularly assigned unit employees employed half-time or more and represented exclusively by the Association in the negotiating unit as defined in Article 3, Recognition.
- 1-2 The term "Board" as used in this Agreement shall mean the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-3 The term "Association" as used in this Agreement shall mean the Denver Classroom Teachers Association.
- 1-4 The terms "School District" and "Denver Public Schools" as used in this Agreement shall mean School District No. 1 in the City and County of Denver and State of Colorado.
- 1-5 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-6 The term "school year" as used in this Agreement shall mean the officially adopted school calendar.
- 1-7 The term "principal" as used in this Agreement shall include the head administrator of a school, as well as an administrative supervisor, where appropriate.
- 1-8 The term "school" as used in this Agreement, shall refer to each educational unit overseen by a principal or administrative supervisor.

ARTICLE 2 — General

- 2-1 Pursuant to the laws of the United States and of the State of Colorado, the Board shall continue its policy of not discriminating against any teacher nor unlawfully restricting the rights of teachers as citizens on the basis of race, creed, color, national origin, sex, marital status, age, handicapping condition, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 2-2 The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, handicapping condition, membership in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 2-3 The Board will provide the Association with an advance copy of the agenda for each official Board meeting. Routine Denver Public Schools communications sent to principals will be sent to the Association at its office. Similarly, routine Association communications sent to Association Representatives will be sent to the Department of Personnel Services.

- 2-4** This Agreement constitutes Board policy for the term of said Agreement and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 2-5** No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon, except that those changes necessitated by Order of the District Court involving the closing of schools, redrawing of attendance boundaries, attendant transfer of professional staff, etc. shall not be subject to ratification of the parties by reason of the precedence in law. The accommodation of such required changes described herein shall be mutually undertaken by the Association and the Superintendent or the Superintendent's designees.
- 2-6** This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Agreement or any application of this Agreement to any teacher covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2-7** In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 2-8** Teachers have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education, but membership of a teacher in any organization shall not be required as a condition of employment by the School District.
- 2-9** All reasonable efforts will be made to arrange work schedules for non-certificated supportive personnel to accommodate the teaching process.
- 2-10** The Board and the Association agree to appoint, through the Professional Council, the appropriate joint study committees to study fully and make recommendations concerning: hiring practices of the District, minority teacher recruitment, structure of the retirement board, and school calendar. Minority teachers will be included in the Professional Council sub-committee working in the area of minority teacher recruitment.
- 2-11** The Board agrees that it will not, during the period of this Agreement, officially adopt or implement any condition of employment contrary to the terms of this Agreement until

such condition has been a subject of negotiation as provided in Articles 4 and 5.

If modifications to conditions of employment are needed because of state or federal legislation, and the use of Articles 4 and 5 is untimely or impractical, the implementation of such conditions shall be made after a meeting with representatives of the Association to minimize the effects on the provisions of the Agreement.

- 2-12 The parties recognize that the Board of Education has the responsibility and authority to manage and direct all the operations and activities of the District and all lawful rights and authority of the Board of Education not modified by this Agreement are retained by the Board of Education.

ARTICLE 3 — Recognition

- 3-1 Pursuant to Resolution Number 1479 and Resolution Number 1477 adopted by the Board on February 28, 1968, and March 21, 1968, respectively, the Board recognizes the Association as the exclusive representative of all employees as described in Article 1-1, except the following:

Acting Administrators	Dentists
Administrative Directors	Deputy Superintendent
Adult Vocational Education Teachers	Directors
Assistant Principals	Executive Directors
Assistant Superintendents	Physicians
Associate Superintendents	Principals
Audiologists	Superintendent
Audiometrists	Supervising Teachers
Coordinators	Supervisors
Dental Hygienists	Vice-Principals

- 3-2 The Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as such exclusive representative until April 6, 1990, and for such additional periods of time as its recognition may be extended under procedures approved by the Board.
- 3-3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

ARTICLE 4 — Effective Dates and Duration

- 4-1 The provisions of this Agreement which do not require expenditure of School District funds shall be effective as of the date of this Agreement. All provisions of this Agreement requiring expenditure of funds, including salary increases, shall be effective January 1, 1989.

- 4-2 This Agreement shall remain in full force and effect until December 31, 1990 except that the Agreement shall terminate on April 6, 1990 unless the Association shall continue as the sole negotiating representative of the teachers of the District under the procedures approved by the Board.
- 4-3 After approval and execution of this Agreement and upon request by the Association to the Board or by the Board to the Association, after March 1 of each year during the term of this Agreement, the Board and the Association will negotiate as provided in Article 5; provided, however, that such negotiations shall terminate not later than June 1 of each year unless extended by mutual consent and provided further that there shall be no annual negotiations under the terms of this Agreement in 1989 unless mutually agreed upon between the parties, except for negotiations on salary, benefits and up to two (2) other articles chosen by each party. The June 1 deadline does not include mediation and/or fact finding.
- 4-3-1 Either party may request reopening of negotiations on economic issues between rounds of regular bargaining. However, prior to any actual agreement to reopen, the requesting party shall move to employ an outside consultant, mutually agreed upon by the Association and the District to analyze all aspects of the projected Denver Public Schools Budget and income. The employed outside agent will operate in consultation with both the District and the Association and the parties shall be jointly responsible for the costs and expenses of such a consultant.
- 4-4 The Board and the Association shall mutually publish this Agreement and share the cost of providing all teachers with a copy. Teachers newly hired by the District shall receive a copy of the current Agreement and upon notification of employment, a two (2) page letter describing the Association which represents teachers.

ARTICLE 5 — Negotiating Procedure

5-1 Initiating Negotiations

- 5-1-1 Written requests for negotiations between the Board and the Association may be submitted on such matters concerning teachers' salaries, wages, hours and conditions of employment as the parties from time to time may agree to negotiate. Such request will specify the subject matter to be considered.
- 5-1-2 A written response will be made within ten days of the receipt of any such written request.
- 5-1-3 Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the negotiators

named by each party; provided, however, that the first meeting shall be held within ten days of such written response.

5-2 Conducting Negotiations

- 5-2-1** During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 5-2-2** As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours and conditions of employment.
- 5-2-3** Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 5-2-4** If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.
- 5-2-5** Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
- 5-2-6** During negotiations as described in 5-1, 5-2, and 5-3 of this Article, releases to news media or otherwise shall be made only as agreed to jointly.

5-3 Joint Study Committees

- 5-3-1** The negotiators are empowered to create joint study committees.
- 5-3-2** Consultants may be used if deemed necessary by either party.
- 5-3-3** If meetings of joint study committees are scheduled during the regular school day, members of such committees shall be released from their regular duties without loss of salary.
- 5-3-4** Recommendations and reports of joint study committees are advisory in nature.
- 5-3-5** Upon completion of its study and submittal of a written report on the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by mutual consent of the Association and the Board.
- 5-3-6** The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study on any subject.

5-4 Adopting Agreements

5-4-1 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final adoption and approval of the School District budget. After such adoption and approval, the final Agreement will be signed by the Board and Association and will become an addendum to this Agreement. If changes in this tentative Agreement are necessary as a result of the legal budget adoption process, the Agreement will be subject to negotiation.

5-4-2 After budget hearings are commenced, negotiations may be reopened as a result of such budget hearings as provided in Article 22-1. In that event, they shall be resumed not later than the Monday following the regular October Board meeting and shall be concluded not later than the second Thursday after the regular October Board meeting. These dates may be modified by mutual consent.

5-5 Mediation

5-5-1 If the negotiations described in Sections 5-1 and 5-2 have reached impasse, the issues in dispute shall be submitted to mediation for the purpose of inducing the Board and the Association to make a voluntary agreement. The parties shall select a mediator from among the available choices including the Federal Mediation Conciliatory Service. In the event that the parties are unable to agree upon a mediator, the mediator shall be selected in the following manner:

- a. Immediately after demand for or submission to mediation, the American Arbitration Association shall submit simultaneously to each party an identical list of the names of five persons skilled in mediation of educational matters. Each party has seven days from the mailing date in which to cross off any names to which it objects, number the remaining names in order of its preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named herein shall be deemed acceptable.
- b. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator.
- c. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason an appointment cannot

be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

5-6 Conducting Mediation

- 5-6-1** The format, dates and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.
- 5-6-2** The mediator will meet with the Board and the Association, either separately or together.
- 5-6-3** To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Sections 5-4-1 and 5-4-2 shall apply. If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.
- 5-6-4** The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

5-7 Fact Finding

- 5-7-1** If the mediation described in Section 5-5 has failed to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact finder. In the event that the parties are unable to agree on a fact finder, the fact finder shall be selected in the manner provided in Section 5-5 for selecting a mediator.
- 5-7-2** The fact finder will have the authority to hold hearings and make procedural rules.
- 5-7-3** All hearings by the fact finder shall be held in closed session and no news releases shall be made concerning progress of such hearings.
- 5-7-4** Within a reasonable time after the conclusion of such hearings, the fact finder shall submit a report in writing to the Board and the Association only and shall set forth in the report findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.
- 5-7-5** Within five days after receiving the report of the fact finder, the Board and the Association will meet to discuss the report. No public release shall be made until after such meeting.
- 5-7-6** The respective parties shall take official action on the report of the fact finder no later than fifteen days after the meeting described in Section 5-7-5 above.

- 5-7-7** To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures provided in Sections 5-4-1 and 5-4-2 shall apply.
- 5-7-8** The costs for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
- 5-7-9** Either party may request that an official stenographic record of the testimony taken at the fact finding hearings be made and a copy of any transcript shall be provided to the fact finder. The party requesting a stenographic record shall pay the costs thereof except that if the other party shall request a copy of any transcript, it shall share the entire cost of making the stenographic record.
- 5-7-10** Upon mutual agreement the order of Mediation and Fact Finding may be reversed.

ARTICLE 6 — Grievance Procedure

6-1 Definitions

- 6-1-1** A "grievance" shall mean a written complaint by a teacher, or teachers, in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement.
- 6-1-2** All administrative procedures, practices, and written personnel policies which affect teachers are grievable, but only those covered by 6-1-1 may go to Level Three, upon the request of the Association.
- 6-1-3** Grievances of administrative procedures and practices or written personnel policies which affect teachers not covered by Article 6-1-1 shall first be invoked by presentation to the principal. If the principal determines that adjustment action is beyond the authority of the principal, the principal will, within two (2) school days, notify the grievant of this fact and submit the grievance to the Director of Personnel Services or designee for a Level One hearing by the administrator who holds authority to resolve the matter. Within fifteen (15) school days of receipt by the Director of Personnel Services, the Level One administrator to whom the grievance has been referred will hold a hearing with the Grievant and issue a written response on Form B.
- 6-1-4** The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
- 6-1-5** An "aggrieved person" is a teacher or teachers asserting a grievance.

6-1-6 A "party in interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

6-2 Purpose

6-2-1 Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Central Association representatives shall have the opportunity to be present and state their views at any level of the grievance procedure beyond Level One.

6-2-2 Nothing herein contained will be construed as limiting the right of any teacher having a grievance or complaint to discuss the matter informally with any appropriate member of the administration and having the grievance or complaint adjusted provided the adjustment is consistent with the terms of this Agreement.

6-3 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.

6-3-1 Level One

A grievance will first be discussed with the aggrieved person's principal with the objective of resolving the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may request accompaniment by the Association's Representative, or (3) may request that the Association's Representative act on behalf of the aggrieved person. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.

6-3-1-1 If the aggrieved person is not satisfied with the disposition of the grievance after the informal conference, the aggrieved person may file the grievance in writing, on the proper form, with the principal or

supervisor, within five (5) school days after the grievance was presented informally. The grievance must refer to specific articles and explain how such articles were violated. Based on the written grievance, the principal will determine if there is a need for a hearing. If so, it will be held within five (5) school days of the receipt of the written grievance. Within ten (10) school days of the receipt of the written grievance, the principal shall write and sign a grievance decision with the reasons therefore at Level One on forms provided by the Association which shall include a copy for the principal.

6-3-1-2 Failure to render such decision within ten (10) school days, or within the timelines of Article 6-1-3, whichever is applicable, will result in the relief requested being granted if no additional cost to the District is incurred.

6-3-2 Level Two

6-3-2-1 The Superintendent, or the Superintendent's designee will represent the administration at this level of the grievance procedure. The Superintendent, or the Superintendent's designee, will meet with the aggrieved person in an effort to resolve the grievance; such meeting will take place within five (5) school days after receipt of the written grievance by the Superintendent. The grievant may request that the Level Two hearing officer require the attendance of the Level One decision maker at the Level Two hearing. The request will be made by the grievant on grievance Form B when referring the grievance to Level Two. The hearing officer will decide whether or not to honor the request. The grievance request must indicate the reason why the Level One decision is unsatisfactory.

6-3-2-2 The Level Two hearing officer shall give reasons for his/her decision on the merits of the grievance.

6-3-3 Level Three

6-3-3-1 If the aggrieved person is not satisfied with the disposition of the grievance as defined in Article 6-1-1 at Level Two, or if no decision has been rendered within ten (10) school days after the Superintendent or the Superintendent's designee has heard the grievance, the aggrieved person may request within five (5) school days that the Association submit the grievance to either arbitration or mediation. If the Association deems the grievance meritorious, it may demand either arbitration or mediation within fifteen (15)

school days after the receipt of the aggrieved person's request. The arbitration/mediation request must indicate the reason the Level Two decision is unsatisfactory.

- 6-3-3-2** If the Association elects mediation, the provisions of Articles 5-5 and 5-6 shall serve as guidelines in choosing the mediator and conducting the mediation process. If mediation is successful, the grievance process under this Article 6 terminates, and any adjustment action to which the parties agreed in the mediation shall be implemented by the parties. If mediation is not successful, within ten (10) days of the complete conclusion of mediation, the Association may appeal the grievance to arbitration under the provisions of this article.
- 6-3-3-3** If the Association requests arbitration and the parties cannot agree on the choice of an arbitrator, they shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators skilled in arbitration of educational issues. Within five (5) days of the receipt of a list, representatives of the Association and the District shall meet and alternately strike a name on the list. The last name remaining shall be appointed arbitrator.
- 6-3-3-4** The arbitrator will have authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.
- 6-3-3-5** All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 6-3-3-6** The arbitrator's report shall be submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The arbitrator's report shall be advisory only, and binding neither on the Board nor the Association.
- 6-3-3-7** Within five (5) school days after receiving the report of the arbitrator, the Board's designee and the Association's designee will meet to discuss the report. No public release may be made until after the next

legislative meeting of the Board of Education.

- 6-3-3-8 The Board shall take official action on the report of the arbitrator not later than at the next regularly scheduled meeting of the Board subsequent to the meeting mentioned in Section 6-3-3-6 above.
 - 6-3-3-9 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.
 - 6-3-3-10 Any party may request an official stenographic record of the testimony at the hearings under the terms and conditions provided in Section 5-7-9.
 - 6-3-3-11 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association in processing any grievance at Level Three, except that the Arbitrator shall always be chosen pursuant to Article 6-3-3-3.
- 6-3-4 Exceptions to Grievance Time Limits**
- 6-3-4-1 When teachers have invoked Article 8-5 in bidding on schedules, and when convinced that Article 8-5 has been improperly applied, they may grieve immediately and a meeting between the Superintendent, or the Superintendent's designee, the principal, the teachers involved, and the Association, shall be held within three school days of receipt of the grievance, at which time the principal shall present the comparison of qualifications done under Article 8-5 and justify the decision made. The Superintendent, or the Superintendent's designee, shall render a decision at that meeting. If the teacher does not accept the decision, the teacher may demand arbitration in accordance with the time limits of Article 6-3-3-1.
 - 6-3-4-2 When teachers being administratively transferred, due to loss of enrollment, allege, through the grievance procedure, that they have been improperly selected for transfer, the Superintendent, or the Superintendent's central office designee, shall meet with the aggrieved person and the Association within three school days from receipt of the grievance. At such meeting, the comparison of qualifications done according to Article 13-5 shall be made available and justification of the selection made by the principal. The Superintendent, or the Superintendent's designee, shall render a decision at the meeting and if the teacher does not accept the decision, the teacher may demand arbitration in accordance with the time limits of Article 6-3-3-1.

6-4 Rights of Teachers to Representation

- 6-4-1** Neither the Board nor any member of the Association shall take reprisals affecting the employment status of any teacher, any party in interest, any Association Representative or any other participant in the grievance procedure by reason of such participation.
- 6-4-2** All teachers who file a grievance shall do so with full knowledge and assurance that they will be represented solely by the Association and/or the Association's designee(s) at all levels and steps and proceedings of the grievance procedure, except that the aggrieved teacher may decline representation at Level One.
 - 6-4-2-1** No aggrieved teacher may be represented by a representative or officer of any teacher organization other than the Association.
 - 6-4-2-2** Level One representation will normally be provided by the Association's building level Grievance Representative and/or Association Representative.
- 6-4-3** When Level Three hearings are held, all witnesses who are School District employees shall be summoned by the Superintendent of Schools. The Association and the District will mutually exchange written lists at least two (2) days in advance.

6-5 Miscellaneous

- 6-5-1** If, in the judgment of the Association, a grievance affects a group of teachers, the Association may submit such grievance in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level Two. The Association may process such a grievance even though the aggrieved persons do not wish to do so.
- 6-5-2** Decisions rendered at Level Two of the grievance procedure will be in writing setting forth the decision and the reasons therefor, and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three will be in accordance with the procedures set forth in Section 6-3-3.
- 6-5-3** All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
- 6-5-4** To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations and other necessary documents will be jointly prepared and distributed by the Superintendent and the Association.
- 6-5-5** The Board agrees to make available to the aggrieved

person and the aggrieved person's representative, all pertinent information not privileged under law, in its possession or control and which is relevant to the issues raised by the grievance. The Association agrees to make available to the Board and its representatives, all pertinent information not privileged under law, in its possession or control and which is relevant to the issue raised by the grievant.

6-5-5-1 In conducting arbitration cases, the Board will present all relevant material so that arbitrators will have complete information upon which to base decisions. However, prior to any arbitration, materials to be presented will be made a part of the grievant's central personnel file in accordance with Article 11.

6-5-6 When it is necessary at Level Two or Level Three for a representative, or representatives, designated by the Association, to attend a meeting or a hearing called by the Superintendent, or the Superintendent's designee, during the school day, the Superintendent's office shall so notify the principal or such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6-5-7 No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within twenty (20) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that no grievance shall be recognized at Level Two unless it shall have been filed with the Superintendent's office within at least thirty-five (35) school days after the act or condition upon which it is based occurred.

6-6 DCTA has the right to have at least one (1) representative in each school or other teaching unit who specializes in processing grievances.

ARTICLE 7 — Teaching Hours and Teaching Load

7-1 The length of the contract day for teachers is seven (7) hours and fifteen (15) minutes, except as provided in Article 7-1-3, 7-1-4 and 7-3.

7-1-1 No teacher will be required to be on duty longer than the total hours of the regular day without additional compensation or compensatory time off, except as provided in Articles 7-1-3, 7-1-4 and 7-3.

7-1-2 The principal shall have authority to permit teachers

divergence from the regular school day.

- 7-1-3** If deemed necessary by the principals, they shall have at their disposal one (1) additional hour of in-school time per week which may be used for, but not limited to, the following:
- Reading packages
 - Inservice training
 - Program development
 - Staffings
 - Curriculum development
 - Student activities
 - Staff development
 - Pupil conferences
 - Parent conferences
- 7-1-3-1** Such time is in addition to meetings under Article 7-3.
- 7-1-3-2** The agenda for such meetings will be approved by the principal following advisory consultation with the School Building Committee.
- 7-1-3-3** The principal, after consultation with the School Building Committee, shall have the discretion to utilize this time in blocks up to two (2) hours on not more than two (2) occasions during the year.
- 7-1-4** Teachers may be required to attend, without additional compensation, a maximum of five (5) hours of out-of-school time on inservice training per year as determined by the principal, after consultation with the School Building Committee. If city-wide, advisory consultation shall be with the Professional Council.
- 7-1-5** If it is necessary to have additional inservice training on out-of-school time, one of these conditions shall prevail:
- a. Required inservice time shall be compensated for at the current negotiated rate.
 - b. Attendance at uncompensated inservice time shall be voluntary.
- 7-1-6** Inservice training for teachers and other affected certified personnel shall, where possible, be included as part of the regular school day for the following:
- a. Preparation for conversion to any court-ordered plan.
 - b. Preparation to teach or implement programs in magnet or center schools as provided for in a court-ordered plan.
- 7-1-6-1** Whenever possible, such training shall be provided prior to the implementation of the aforementioned programs.
- 7-1-6-2** Training for such programs may be arranged under Article 7-1-3 or according to one of the following plans:
- a. When the total faculty must participate in a

training program, one or more early dismissal days may be arranged to accommodate the scheduling of the inservice.

- b. When individual teachers, or a portion of a faculty, must participate in a training program, substitutes will be provided for the duration of the training program.

7-2 The work year of teachers covered by the classroom teachers' salary schedule, except that of new teachers who may be required to attend presession orientation meetings, shall be determined by the official school calendar. Teachers shall be paid additional compensation for employment prior to or after the dates scheduled on the official school calendar. The compensation is to be determined on the basis of the then current teachers' salary schedule.

7-2-1 The length of the school year for teachers shall be one hundred ninety (190) days, which shall include seven (7) federal holidays and three (3) planning days, which shall be the day preceding the first day of school registration, the change of semester and the last day of school.

7-2-1-1 During the day preceding the first day of school registration, at least three (3) hours shall be reserved for classroom work, allowing the remainder for administratively initiated activity if deemed necessary by the principal. During the other two (2) planning days provided for above, at least five (5) hours for classroom work shall be reserved, thus allowing ninety (90) minutes for any administratively initiated activity.

7-3 The principal, together with the School Building Committee, will make decisions relating to building meetings and evening meetings in each school. Generally, Wednesday will be the day used for such meetings. One Wednesday each month may be used for area meetings, or other such meetings, called by the Superintendent. Such meetings will be used only as necessary to insure effective school operation.

7-3-1 In addition to any paid supervision, teachers will be required to attend one (1) annual Back-to-School-Night and may also be required to attend/supervise one (1) other school-related student or student-parent activity per year outside the school day. No other outside meeting shall require attendance unless the principal and the School Building Committee agree to require attendance by majority vote.

7-3-2 The School Building Committee and the principal should develop a year long schedule of meetings in May of each year to facilitate faculty and staff planning. Such

schedule may be modified as provided in Article 7-3.

7-4 Teachers assigned to new teaching positions during the regular school year may be required to attend additional inservice orientation sessions.

7-5 Teachers will have an uninterrupted, duty-free period of at least forty-five (45) minutes for lunch except when emergencies or special events make it necessary to alter the schedule. Teachers shall be permitted to leave the building during their lunch periods.

7-5-1 The entire school's faculty lunch period may be shortened by mutual agreement of the principal and the School Building Committee to accommodate school schedules having varying blocks of time. Such shortened lunch periods shall be compensated for by an equivalent early dismissal time.

7-6 Teachers shall have a planning period each day during which they will not be assigned to any other duties except for emergencies or unusual scheduling problems.

7-6-1 Principals shall make reasonable efforts to assist nurses, psychologists, social workers, speech and language specialists, and occupational and physical therapists in the flexible organization and scheduling of their school day in order to accommodate their needs for planning and preparation.

7-7 The accepted and desirable teaching load for secondary school teachers shall be five (5) teaching periods a day. A teacher may mutually agree with the principal to be assigned a sixth (6th) teaching period in lieu of being assigned a duty period. The teaching load should include classes in not more than two (2) subject areas nor more than three (3) teaching preparations except in cases where unusual circumstances require other provisions.

7-8 Where possible, if a teacher is placed in charge of a building during the absence of a principal from that building the teacher will be relieved from one or the other of the teacher's assignments, either office or classroom, when the principal's absence will be half day or longer.

7-9 The Board of Education shall maintain its effort to retain the class size reduction which has been achieved in Grades 1 and 2. Level of staffing to maintain such class size is dependent on availability of funding.

7-9-1 The Board and the Association agree that the desirable class size for all secondary and elementary schools shall not normally exceed thirty-five (35) students except that middle school instructional teams should instruct no more than an average of thirty (30) students per teacher.

7-9-2 Until such time that flexible scheduling, maximum teaching load, differentiated staffing, or other innovative ideas can be cooperatively developed and implemented, in kindergarten, first, second and third grades, immediate and temporary relief shall be provided in said grades.

7-9-2-1 When it is necessary to have class size exceed twenty-five (25) in primary elementary grades (K-3), the Board shall honor teachers' requests for qualified paraprofessional assistance according to the following schedule:

- a. One hour of paraprofessional assistance per day for one (1) to two (2) students over twenty-five (25).
- b. Two (2) hours per day for three (3) to five (5) students over twenty-five (25).
- c. Three (3) hours per day for six (6) to seven (7) students per day over twenty-five (25).

7-9-2-2 In no event shall these classes exceed thirty-five (35) even with paraprofessional assistance unless the only solution is transferring students to other schools or an equally educationally unsound solution. Such problems, if any, will be referred to the Professional Council for review and suggested solutions.

7-9-3 The parties agree that professional staff members will, at their option, be given the opportunity and authority to interview prospective paraprofessional candidates with whom they may directly work. Such authority shall be granted by the principal or appropriate administrative counterpart upon the request of the professional staff member and such interview shall be conducted in concert with the interviewing practices and procedures as prescribed by the Director of Personnel Services. The recommendations of the professional staff member shall be advisory only with the Director of Personnel Services, or designee, as the final employing authority.

7-9-4 Evaluation of classroom aides working under the supervision of classroom teachers becomes a joint responsibility of the classroom teacher or teachers and the principal.

7-9-4-1 In the event that a teacher deems an aide is not performing adequately, the teacher must first discuss the problem with the aide.

7-9-4-2 The aide will be informed of the person or persons who will or may be involved in the evaluation process.

7-9-4-3 Aides will be given a copy of any evaluation report and will discuss such report with the persons preparing it.

- 7-9-4-4 After such a conference, the aide will sign the evaluation report.
- 7-9-4-5 Any evaluation which tends to be negative must contain suggestions for improvement and a time line during which improvement must be made.
- 7-9-4-6 In the event the aide does not improve adequately during a reasonable period of time, the matter will be referred to the principal for appropriate action.
- 7-9-5 Teachers shall direct the activities of teachers' aides while those aides are assigned to the teacher.
- 7-9-6 Supervision and direction of aides working in the general school setting shall be the responsibility of the principal after consultation with the School Building Committee.
- 7-9-7 Principals shall make every effort to minimize clerical chores in connection with ALPAS by assigning clerical assistants to assist teachers with the clerical work of the program.
- 7-10 It is always an administrative responsibility to arrange for the covering of all scheduled classes.
 - 7-10-1 During September of each school year, the principal, in consultation with the School Building Committee, shall develop a written contingency plan for class coverage occasioned by a short fall of substitute teachers. Such plans shall include the procedure for enabling teachers to invoke Article S-1-12. In all cases, the duty free lunch periods shall be exempted from such plan.
 - 7-10-2 No teacher, except in extreme emergencies, shall be required to provide class or duty coverage for another teacher during planning periods. An extreme emergency shall be said to exist when the principal has determined through the Substitute Teacher Office that no substitutes are available.
 - 7-10-3 A principal who asks a teacher to cover the class(es) of another teacher shall follow the procedures of Article S-1-12 and make available the appropriate forms for the teacher(s) affected.
- 7-11 Elementary planning time will be commensurate with secondary. It is recognized that due to scheduling differences between elementary and secondary schools, elementary planning time may be divided into separate time blocks, one of which shall be at least 25 minutes.
 - 7-11-1 Specialty teachers at the elementary level such as Music, Physical Education, IMC, and Art who have regularly scheduled classes within the school, shall be responsible for the instruction of each of their scheduled classes.

Regular classroom teachers shall, at their discretion, be able to remain with the class during such scheduled periods or use this as additional planning time in an appropriate manner. Such additional planning periods shall be limited to two (2) twenty-five (25) minute periods per week. The teacher may be assigned by the principal for any such periods in excess of these two periods. Whenever possible, the principal will schedule these planning periods adjacent to the regularly scheduled planning periods.

- 7-12 New approaches and ways to improve quality of instruction must continually be sought. Any form of performance contracting must not be entered into without the direct involvement of the Association in planning, implementation and evaluation of any such procedure.
- 7-13 In accordance with Article 22-3 it is agreed that \$740,000.00 will be placed in the Denver Public Schools budget for 1977 and each year thereafter for the period of this Agreement for the express purpose of relieving identifiable problems of limited duration caused by excessive class size.
 - 7-13-1 The amount of money budgeted for class load relief shall continue to increase yearly according to the current practice for the period of this Agreement.
 - 7-13-2 Existing guidelines and procedures for the implementation of Article 7-13 shall continue in force and effect except as may be modified from time to time by the Professional Council.
- 7-14 Four half-days per year shall be designated as early dismissal days on a city-wide basis. Early dismissal days shall be used for parent conferences, report card distribution, middle school planning, team meetings, grade level meetings, departmental meetings, special testing and Special Education work. The planning for early dismissal day schedules in each school shall be the responsibility of the principal and the School Building Committee in accordance with guidelines developed by the Professional Council.
- 7-15 The Board and Association recognize the need for opportunities for professional growth activities. Teachers are encouraged to participate in these. The Association will continue to cooperate with the Division of Education and the Department of Employee Services in developing voluntary efforts in such areas as discipline, open space schools, and alternative education.
- 7-16 Teachers who are administratively transferred during the school year will receive, where possible, two (2) days of substitute teacher time, at the teacher's request, to prepare for the new assignment.

- 7-17 Teachers whose assignments are in two or more schools shall be required to assume supervisory or extra duties only in their home school assignment.
- 7-18 Staffing of special magnet programs as proposed in any court-ordered plan shall be accomplished by assignment of professional staff members who are current contract employees of the District. The parties agree that no new employees shall be hired if the net effect of such employment action will be to deny opportunities of current staff who are qualified to fill these assignments.
- 7-19 The Board and the Association agree that easy access to the schools should be extended to patrons. In the interest of providing the access to the schools without interrupting continuity of instruction, principals and School Building Committees shall develop and publicize the means and procedures by which parents and other patrons may have easy access to classroom observations and conferences with teachers. It shall be the goal of the principal in consultation with the School Building Committee to develop such procedures in the interest of avoiding unnecessary distractions or interruptions of the instructional program. The principal will provide such access to the school and its components to individuals with specific interests. Insofar as possible, the agreed upon procedures shall fit within the confines of the defined school day.
- 7-20 The District agrees that classroom interruptions diminish the time on task for instruction. The administrative staff and teachers shall make every effort to avoid unnecessary interruptions during instructional periods.
- 7-21 The Board and the Association agree to the placement in school parking lots of warning signs intended to discourage vandalism. The cost of such signs will be borne equally by the District and the Association and shall provide for payment of a reward for information leading to the arrest and conviction of anyone perpetrating an act of vandalism. In order to implement this article, the Association and the Board agree to annually contribute five hundred (\$500.00) dollars each to a fund earmarked for this program.
- 7-21-1 The District agrees to provide security assistance, as needed, to those schools conducting evening meetings.

ARTICLE 8 — Teacher Schedules

- 8-1 Teachers shall be notified of their tentative program, schedule, or grade level assignment for the ensuing year, or semester, if applicable, as soon as possible following preparation of the master schedule. In addition, they will be notified of any changes in their tentative program, schedule, or grade

level assignment for the ensuing year, or semester, if applicable, including the school to which they will be assigned, as soon as practicable.

- 8-2 In order to assure that students are taught by teachers working within their areas of greatest competence, teachers shall not be assigned, except in accordance with the requirements of the accreditation standards of the Colorado Department of Education for teachers at the elementary and middle school level and of the North Central Accreditation Association for teachers at the high school level and for good cause shown to subjects or classes outside the scope of their teaching certificates, their major or minor fields of study or areas in which the teacher is now prepared to teach. Senior high school vocational education teachers shall hold proper vocational education credentials. Elementary teachers shall not be assigned to teach grade levels and subject areas that do not conform to the appropriateness of their preparation as indicated by the type teaching certificate they hold and the responses they made on the application to teach in the Denver Public Schools.

- 8-2-1 The District will develop and maintain an inservice education program for teachers, including vocational education teachers represented by the Association. Such inservice education will carry inservice credit which teachers may use for recertification pursuant to the regulations of the Colorado Department of Education. Inservice education will be offered which allows teachers to earn at least two (2) semester hours of recertification credit in a single year. Such District inservice program costs will be paid for by the District.

- 8-3 In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Sufficient time for travel between schools, separate from the 45 minute lunch period, shall be provided as schedules are determined by principals. Such teachers shall be notified of any change in their schedules as soon as practicable.

- 8-3-1 In arranging schedules for teachers who are assigned to coach a sport in other schools, the principal shall make every effort to arrange the teachers' schedules to allow the teachers to leave the school for the coaching assignments as early as possible. This will be done by placing the planning periods at the end of the school day.

- 8-4 Teacher schedules shall be made without regard to race, creed, color, national origin, sex, marital status, age, handicapping condition, membership in any teacher organization or

such other specified human or civil rights as may be protected by statute.

8-5 Determination of Best Qualified Applicant

8-5-1 In the same department or grade level in a school, if more than one teacher holding a continuing assignment position, as in Article 13-1-5, has applied for the same full program or schedule, the teacher best qualified for that program or schedule shall be appointed, except that no teacher shall be considered for a program or schedule that the teacher is not currently qualified to teach as determined by the requirements of the accreditation standards of the Colorado Department of Education, for teachers at the elementary and middle school level and of the North Central Accreditation Association for teachers at the high school level.

8-5-1-1 A full program or schedule shall mean the complete set of classes, planning and lunch periods, as structured by the principal or designee in the master schedule.

8-5-1-2 A teacher desiring assignment to a different program or schedule than originally assigned may indicate this desire in writing to the principal no later than five school days from the time the principal or designee has notified the faculty of the assignments.

8-5-1-3 Article 8-5-1 shall not apply if the result of its application would cause displacement of a teacher from the department or grade level or reduction of a teacher from the faculty.

8-5-2 The principal shall consider the following in determining which applicant is best qualified:

- a. Seniority in the District, by semester, including all approved leaves, except the General Leave.
- b. Denver Public Schools contract teaching experience in the subject area, such experience to be counted as pre-school/early childhood through grade six, or grades seven through twelve.
- c. Highest degree held.
- d. Semester course hours earned after the Bachelor degree.
- e. Semester course hours earned in the subject area. For elementary teachers, semester course credits identified on transcripts as "education" except that physical education teachers, instructional media teachers, music teachers, and teachers of other specialty areas shall be compared on the basis of semester course

hours in their specialty area. For practical arts teachers, both practical arts and those vocational education course hours which are determined by the Director of Personnel Services to be directly related to the subject area. For counselors and other specialty area teachers not specified herein, those semester course hours directly related to the subject area as determined by the Director of Personnel Services.

- f. Interview ratings reported by the principal. This interview is to be conducted and points awarded prior to any comparison of qualifications of the applicants in criteria a, b, c, d, e, of Articles 8-5-2 and 8-5-3.

8-5-2-1 Except for criteria f above, the exclusive source of information relating to the above criteria shall be the Director of Personnel Services and the teachers' central office personnel files.

8-5-2-2 Comparison of the above criteria shall be done on a standardized form agreed upon by the Association and the District.

8-5-3 In order to implement Article 8-5-2 and determine the relative qualification score of each applicant, a numerical point total for each applicant will be computed as follows:

- a. Two points for each semester of full time employment as a contract teacher in the District including all approved leaves except the General Leave.
- b. Two points for each semester of full time contract Denver teaching experience in the subject area as defined in Article 8-5-2 (b).
- c. For the single highest degree held: Bachelor degree, 0 points; Master's degree, 30 points; Specialist's degree, 60 points; Doctoral degree, 90 points.
- d. One point for each semester hour of credit earned after the Bachelor degree.
- e. One point for each semester hour of credit earned in the subject area as defined in Article 8-5-2 (e).
- f. Up to fifty (50) points for each applicant as determined by the principal's interview. Up to ten (10) points may be awarded in any combination of the categories specified on the approved form. Those categories include the following:
 - 1. Use of effective instructional practices
 - 2. Practice of effective classroom management
 - 3. Use of communication skills with students, parents, and team members
 - 4. Total school involvement including extracurricu-

lar activities and/or school-related community activities

5. Special expertise that has been demonstrated in the present assignment.

8-5-3-1 When the subject area is not clearly apparent, as in the case of auxiliary personnel, the subject area shall be omitted or a mutually acceptable subject area shall be determined by the Association and the Director of Personnel Services.

8-5-4 Professional staff positions will be categorized as follows. Each position shall be considered to be a separate department in each school.

- a. Regular Classroom.
- b. Special Support Programs With Regular Instruction Of Pupils:

Bi-lingual Resource
Instructional Assistance Program
Instructional Media Specialists
Special Education Classroom/Resource Teachers
Metro Youth Education Centers
Teachers on Special Assignment
Extension Centers
Juvenile Hall
Hold Youth
Integrated Arts
Program for Pupil Assistance
Secondary Reading Teachers
Full-time Elementary Music Teachers
Full-time Elementary Art Teachers
Vocational-Practical Arts Specialists

- c. Professional Staff Providing Adjunctive Pupil Services:

Nurses
Counselors
Social Workers
Speech/Language Specialists
Psychologists
Occupational Therapists
Physical Therapists

- d. Teachers Serving In Auxiliary Positions Without Regular Instruction of Pupils:

Student Advisors
Student Activities Directors

- e. Special Assignments Without Regular Instruction of Pupils:

Teachers On Special Assignment
Teachers On Association Leave

- f. Teachers Serving In Administrative Support Positions:

Teachers Assistants To The Principal Instructional Resource Teachers

- 8-5-4-1** Other positions not herein listed may be listed in the appropriate category as the District and the Association shall mutually agree.
- 8-5-5** Teachers who have served or are now serving in positions other than regular classroom assignments shall receive subject area credit in both their special assignment area and in their previous subject area for experience to and including the 1981-1982 school year.
- 8-5-5-1** Teachers who continue to serve or who subsequently accept assignments listed under 8-5-4 (b) will continue to receive credit in both their subject area/grade level as provided in Articles 8-5-2 (b) and 8-5-3 (b) and in their specialty area.
- 8-5-5-2** Professional staff who continue to serve or who subsequently accept assignments listed under 8-5-4 (c) shall receive credit in their specialized area only.
- 8-5-6** Beginning with the 1982-1983 school year, teachers who choose to serve or continue to serve in positions listed under 8-5-4 (d), (e), and (f) will receive credit under 8-5-2 (b) and 8-5-3 (b) for both the special assignment and the last previous subject area, grade level or area of most experience for a period not to exceed three (3) years. If determination of the last previous subject area is in question, the teacher shall exercise personal option regarding the area of credit accrual.
- 8-5-7** At the end of the three (3) year period provided in Article 8-5-6, teachers who elect to continue in such 8-5-4 (d), (e) and (f) assignments will receive credit only in their specialty assignment.
- 8-6** It is understood that school schedules for each teacher normally will include a variety of assignments. The Board and the Association recognize that students with slow achievement rates need the expertise of experienced teachers as much as do students with rapid achievement rates.

ARTICLE 9 — Non-Teaching Duties

- 9-1** The Board and the Association recognize that a teacher's primary responsibility is to teach and that the teacher's energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to make every effort to reduce the following non-teaching duties through the use of teacher aides and part-time clerical assistants so that teachers will have

more time to devote to teaching activities:

Non-teaching assignments, including but not limited to, health services; supervision of study halls, corridors, playgrounds, cafeterias, streets, sidewalks, and buses; collecting money from students; delivering books to classrooms; taking inventories; duplicating instructional and other materials; calculating attendance records; and other similar clerical functions.

- 9-1-1** The Board and Association recognize that the primary responsibility of teachers is to teach and further, that progress has been made in recent years (uninterrupted lunch hour, regularly scheduled planning periods) to enhance the opportunities for teachers to concentrate on teaching. All teachers have in-school responsibilities together with classroom instruction. Paraprofessionals (aides) can give assistance with these responsibilities and can supplement the efforts of teachers in overall building control and supervision. The presence of a teacher or well trained adult authority figure and role model is essential. Times outside the classroom setting are also opportunities to teach such things as need for rules, mutual respect, and respect for both public and private property. To this end, the Board of Education and Association are committed to the position that:
- a. The primary, though not exclusive, responsibility of teachers is to teach.
 - b. Teachers also have important and necessary duties related to maintaining and enhancing the instruction and supervision of pupils in the total school setting.
 - c. That every school staff shall make a concerted effort to reduce to a minimum the assignment of teachers to duties other than teaching in the classroom.
 - d. That any teacher time not absolutely necessary for duties other than classroom teaching be assigned time during which the teacher has direct contact with pupils for such purposes including but not limited to tutoring, assisting other teachers as needed.
- 9-1-2** Where possible, the principal shall utilize teacher aides in lunchroom supervision.
- 9-1-3** The principal shall make a concerted effort to utilize teacher aides to perform those nonteaching duties not requiring the direct supervision of a professional staff member.
- 9-1-4** Assignment of teachers to whatever nonteaching duties are not done by aides will be rotated so that no teacher

will have the same assignment for more than four consecutive semesters unless agreement for such assignment is stipulated by the teacher. Reassignment to a supervision can only be after an interim of at least two consecutive semesters.

- 9-2 Teachers shall not be required to transport pupils to activities which take place away from the school building.
- 9-3 The Board and Association agree that the efficient and effective use of teacher aides is an area that needs continuing study and investigation. This will be taken up by the Professional Council.
- 9-4 Yearly reports on the status of reducing non-teaching duties with the use of aides, part-time help, etc., shall be presented to the Association and Professional Council.
- 9-5 Each high school shall provide a total of from four (4) to eight (8) periods of time per school per day for the purpose of fulfilling the duties of department chairperson. The assignment of a period or periods of time and duties to individual chairpersons will be determined by the principal after consultation with the School Building Committee.
- 9-5-1 Senior high school department chairpersons will assist in determining the assignment of classes to members of their departments after the master schedule has been constructed. Individual assignments will be determined at a regular meeting of the department. The class assignment schedule will be based on the participation of all department members in the assignment decisions. Such decisions cannot be arbitrary, nor done without such participation of members of the department. Once the assignment schedule has been set, changes cannot be made by the principal without consultation with the department chairperson and all teachers whose assignments would be altered by the revisions.
- 9-5-2 Secondary school department chairpersons will be informed of the budgetary allotments for their departments in the areas of instructional material and equipment. Department chairpersons should be consulted in the disbursement of these funds.
- 9-5-3 Department chairpersons shall be elected by the department, subject to approval by the principal. The term for department chairpersons shall be three (3) years. Department chairpersons shall not succeed themselves unless unusual conditions prevail.
- 9-6 Teachers shall continue to maintain adequate lesson plans which shall be available for substitutes. Teachers shall not be required to file copies of additional detailed daily lesson plans

containing goals, objectives, methods, etc., with the principal or department chairperson unless that teacher is undergoing appraisal.

- 9-7 Where elementary school grade level chairpersons are used, they should be selected in accordance with Article 9-5-3.
- 9-8 Principals shall make every effort to assist high school English teachers by assigning appropriate assistance for initial review of student compositions.

ARTICLE 10 — Teacher Appraisal

- 10-1 Appraisal of a teacher's (as defined in Article 1-1) performance shall be conducted in accordance with acceptable personnel practice.
- 10-2 There shall be three (3) types of appraisals. Such appraisals are designated as probationary, tenure and formal (DPS Policy 1311B).
 - a) The primary objectives of probationary appraisal shall be to determine the employee's suitability for potential attainment of tenure and to assist the employee in developing those skills which will lead to the improvement of instruction.
 - b) The primary objective of tenure appraisal shall be the maintenance of District instructional standards and assistance to the teacher in focusing on specific areas of emphasis related to the further enhancement of instruction.
 - c) The primary objective of formal appraisal—(DPS Policy 1311B) shall be to correct administratively-identified deficiencies through a planned program of improvement which is intended to improve instruction.

10-3 General Principles

Appraisals should be considered by teachers and the administrative staff as a positive process to be entered into in a spirit of cooperation.

- 10-3-1 Appraisals under this article shall be conducted in compliance with the provisions of C.R.S. § 22-9-106 and afford all employees the rights, privileges and responsibilities as defined and written in the Act and in any regulations adopted by the State Board of Education.
- 10-3-2 Teacher representatives on the Advisory School District Personnel Performance Evaluation Council, which the Board is required to appoint under the provisions of C.R.S. §22-9-107, shall be nominated to the Board of Education by the Denver Classroom Teachers Association. In fulfilling its responsibilities under the State Statute, the

council shall develop processes which shall provide opportunities for the Denver Classroom Teachers Association to submit recommendations for refining and improving the appraisal system.

- 10-3-3 The appraisal process will be fully discussed by the affected employee and appropriate administrator to insure awareness of procedures to be followed, documents or appraisal instruments to be used, persons who may be involved and desired outcomes.
- 10-3-4 The appraisal process is intended to identify and enhance the instructional strengths and correct identified deficiencies of all employees represented by the Association.
- 10-4 Teachers will be given a copy of any appraisal report and will discuss such report with the administrator preparing it before it is submitted to the teacher's central office file. After such review, the teacher shall sign the report to indicate that the teacher is aware of the contents of the report. Such signature does not indicate agreement with the content. Any appraisal which tends to be negative must contain suggestions and a planned program, in writing, for helping the teacher to improve.
- 10-5 Monitoring or formal observation of work of a teacher shall be conducted openly with full knowledge of the teacher. Forms for reporting visitations or other observations will include date, time and observations.
- 10-6 To the extent possible, all classroom visitations or observations for the purpose of teacher appraisal shall be for a minimum of twenty (20) minutes. A minimum of one such visitation or observation during the appraisal period shall be previously arranged with the classroom teacher at least one (1) school day in advance. Each visitation or observation for the purpose of teacher appraisal shall be followed within three (3) school days with a conference for the specific purpose of discussing the observation.
- 10-7 No teacher's compensation shall be reduced below the amount to which the teacher is entitled under the then current salary schedule without just cause, provided, however, that if a teacher is receiving additional compensation for the performance of additional duties, such additional compensation shall not be payable in the event the teacher is relieved of such additional duties. Whether or not just cause exists in any case shall be subject to the grievance procedure.
- 10-8 Participation in extracurricular activities shall not constitute a valid basis for appraising a person's classroom teaching performance.

- 10-9** If the contract of a probationary teacher is not renewed, the teacher shall, upon written request, be informed in writing of the reasons therefor.
- 10-10** Probationary teachers dismissed during the term of their contracts shall be entitled to the procedures provided in "The Teacher Employment, Dismissal, and Tenure Act of 1967."
- 10-11** No teacher shall assume or be required to assume the role of appraiser for any other teacher.
- 10-12** The District agrees to have the Association appoint one person to work with appropriate District personnel in planning and implementation of competency-based testing programs in accordance with Article 38-2-1. Although test scores may be an indication of over-all classroom student performance and may reflect the need for alternative approaches to instruction, such scores shall not be used for teacher appraisal.

10-13 Probationary Appraisal

Probationary appraisal shall apply to and shall be conducted for non-tenured certified employees each semester using the general principles as set forth above. The appraisal instruments and procedures shall be jointly agreed upon by the Director of Personnel Services and the Association and shall be in concert with current Colorado School Law and with full recognition of "The Teacher Employment, Dismissal and Tenure Act of 1967."

10-14 Tenure Appraisal (three years):

Each certified employee who has attained tenure will be appraised every three (3) years following attainment of tenure. Such appraisal shall be in accord with the principles developed for this type of appraisal and as further specified below. It is not intended that the employees undergoing tenure appraisal will be required to prepare special lesson plans or develop performance objectives as may be required under the other forms of evaluation.

- 10-14-1** The appraisal for tenure employees shall begin with the assumption that said employee is competent and performing in a satisfactory manner. Such tenure appraisal shall comply with the instruments and conditions provided in Articles 10-14-1-1 and 10-14-1-2. Such appraisal shall be completed and filed with the Director of Personnel Services not later than May 15 of the school year.

- 10-14-1-1** The Association and the District shall each appoint three (3) members to a task force whose responsibility shall be the review of the current tenured teacher appraisal form.

10-14-1-2 Should the principal determine that a subsequent appraisal is necessary, such appraisal shall be conducted according to the following conditions:

No second appraisal shall occur unless the principal or appropriate appraising supervisor has decided that the employee is in need of further appraisal. Such appraisal shall be a formal (DPS Policy 1311B) appraisal. Should it be determined that an employee is in need of subsequent formal appraisal, the process shall be invoked as provided in Article 10-15.

10-14-2 Any teacher may request a second tenure appraisal at any time.

10-15 Formal (DPS Policy 1311B) Appraisal—Non-Probationary

When the principal or appropriate supervisor determines employees are in need of formal appraisal, the affected employee shall be notified, in writing, that application is being made to the Director of Personnel Services to place the teacher (employee) on appraisal according to the principles of Article 10 and DPS Policy 1311B.

10-15-1 Authorization of such formal appraisal shall be first requested, in writing, through the Director of Personnel Services. Upon receipt of such written authorization, the formal appraisal process will be considered as operative and written notification to the employee shall immediately ensue.

10-15-2 Any employee so notified will be furnished, in writing, with documents indicating the specific areas where the appraiser has found existing deficiencies and to what extent the employee is deficient.

10-15-3 The appraisal procedures outlined in this Article shall be invoked only after a series of informal steps have been taken which are intended to make the employee aware of deficiencies and after assistance in overcoming these deficiencies has been provided. Informal procedures shall, at a minimum, include such steps as:

- 1) Conferences regarding specific deficiencies.
- 2) Informal observations and related conferences.
- 3) Sample lessons and instructional techniques.
- 4) Informal notes summarizing conferences with specific suggestions for improvement.

10-15-3-1 Upon authorization for formal (DPS Policy 1311B) appraisal, the principal or appropriate supervisor shall provide the affected employee with a planned program for improvement. Such plan shall contain the broad areas to be appraised, specific suggestions

for improvement, instruments to be used and notification of those who may assist in the appraisal. The employee shall be notified of the specific dates when appraisal reports are due in the office of the Director of Personnel Services. The employee shall be provided with written copies of the above-referenced document(s).

- 10-15-3-2 Principals and appropriate supervisors shall have the right to invoke formal appraisal at any time during the course of any school year provided that the conditions outlined in the informal procedures in Article 10-15-3 have been followed prior to such invocation.
- 10-15-3-3 The administrative right to invoke formal appraisal as provided in Article 10-15-3-2 shall follow a timeline intended to be finalized and submitted to the Director of Personnel Services not later than May 15 of each year.
- 10-15-3-4 In the event a principal determines that a subsequent appraisal is necessary for reason of uncorrected deficiencies, such appraisal shall follow the general principles hereinabove provided except that the informal procedures in Article 10-15-3 shall not apply. Such subsequent appraisal shall be finalized and submitted to the Director of Personnel Services not later than the end of the first semester of the same school year.
- 10-15-3-5 Upon administrative request for dismissal, the teacher may request, in writing, a conference with the appropriate Assistant Superintendent and Director of Personnel Services. The teacher may be accompanied by a representative of the Association who will act only as an observer.
- 10-15-3-6 Should dismissal proceedings be initiated as a consequence of the formal appraisal (DPS Policy 1311B), the provisions of "The Teacher Employment, Dismissal and Tenure Act of 1967" shall apply.

ARTICLE 11 — Teacher Files/Discipline

11-1 Teacher Files

- 11-1-1 All teacher permanent central office files shall be maintained under the following conditions:
 - a. All materials placed in the permanent central office file, and originating within the District, from this date forth shall, upon request, be available to the teacher for inspection.

- b. Material originating within the District and which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge reading such material by signing the actual copy to be filed. Such signature does not indicate agreement with the content of such material.
- c. The teacher shall have the right to answer any material filed, and the answer shall be reviewed by the Director of Personnel Services and attached to the file copy.
- d. All references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of appraising the teacher for employment shall not be subject to this Agreement and therefore shall not be available for inspection by the teacher.
- e. All materials contained in local school files kept by principals must be forwarded to the permanent central office file in accordance with the conditions of paragraphs a, b, and c of this article before its use in any central office action that affects a teacher's employment status, promotion, demotion, or dismissal.
- f. Teachers may review, upon request, all copies of their personnel records in accordance with open records law. Copies of such material in the teacher's file will be made available to the teacher without cost.
- g. If persons, not employed by the Denver Public Schools request the right to see a teacher's records, the name of the person(s) making the request, and the date the request is granted will be recorded and placed in the teacher's file.
- h. A log will be kept in the Personnel Office which must be signed and dated by any person examining the file, except for central office personnel.

11-1-2 Written material sent to the central office by students or parents shall be sent to the principal and shall not be included in the central office files except under the conditions of Article 11-1-1.

11-1-3 Every five years the District shall eliminate derogatory material from active employees' personnel files so long as such material does not interfere with the safety, physical and moral well-being of children. The District shall have the responsibility to make the decision as to whether the material is germane and needs to be retained.

11-2 Discipline

- 11-2-1** Neither a letter of warning nor a letter of reprimand shall be issued nor shall a teacher be suspended without pay except for just cause.
- 11-2-2** An employee shall be entitled to request the presence of a representative of the Association during any meeting at which discipline is to be administered. The employee shall be informed prior to any such meeting of his/her right to request representation.
- 11-2-3** When it is necessary to remove a teacher from the classroom pending an investigation of an incident or allegation, the teacher shall be placed on administrative leave with pay.
- 11-2-4** If the employee is exonerated following the completion of the investigation, all adverse entries in the employee's personnel file related to the incident or allegations will be deleted.

ARTICLE 12 — Instructional Materials

- 12-1** The Board will endeavor to provide sufficient instructional materials and equipment, within budgetary limitations, to insure that each pupil and teacher will have the best possible access to them.
- 12-2** Each school will be allocated a revolving fund through their budget account to be used for the purchase of instructional materials that are not otherwise readily obtainable by the teachers. Teachers may request of the principal authorization for such items as specially needed in their classes.
- 12-3** The Board and Association agree that matters concerning instructional materials need continuing study and investigation. This will be taken up by the Professional Council.
- 12-4** The Board will make every effort within budgetary limitations to make sure all instructional equipment is in working condition and up to date.
- 12-5** The Board and the Association support equal educational opportunity for the children of the District. It is their aim through the careful selection of multi-ethnic instructional materials to help students develop a sense of individual worth and respect of the worth of others, regardless of their backgrounds or abilities.
- 12-6** Prior to the final preparation of budgets for materials and supplies, department and grade-level chairpersons shall involve the teachers in their departments or grade levels in order to jointly determine the most equitable distribution of materials and supplies budgets.
- 12-6-1** Principals will, prior to finalizing building budgets, strive to include the priorities arrived at by departments or grade level.

ARTICLE 13 — Transfer

13-1 General Principles

- 13-1-1** A change in assignment from one school to another may be requested by the teacher affected, by the principal of the teacher's school, or may be initiated by the Superintendent and the Superintendent's staff. The approval of the Superintendent or the Superintendent's designee is required before any such change in assignment is granted.
- 13-1-2** The principal criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the District.
- 13-1-3** The best educational program results from the selection of a school faculty which is well-balanced in terms of ethnicity, experience, general background and competence. Careful consideration will be given to each of the above when filling vacancies.
- 13-1-4** Transfer shall mean the change involving moves from one school to another. Reassignment to different grade levels, departments, instructional teams or other areas of instruction within a school shall not be considered a transfer. Teachers who desire a change in grade level, department or program within the school of their permanent assignment shall submit a written request to their principal or immediate supervisor on a standard form.
- 13-1-5** There shall be two types of assignments to positions. Continuing assignments shall be those where the employee will serve in the position year after year. Annual assignments shall be those where the employee will serve in the position for only a specified amount of time. All vacancies in posted positions shall be designated as being either for a continuing assignment or an annual assignment. Each annual assignment designation shall include the date the assignment to the position will terminate.
- 13-1-6** Any changes in teacher assignments each fall shall take place on or before October 1 of each school year, except in unusual circumstances.

13-2 Posting of Vacancies

- 13-2-1** Vacancies covered by this Article shall include teaching positions, counseling positions, teaching/coaching combination positions, and all other positions in schools included in the negotiating unit as defined in Article 3. Teaching/coaching combination positions shall be filled in accordance with Article 13-5-8. The principal has the

responsibility for the development of job postings which will result in the best educational program in the school. If the School Building Committee requests, it will be given the opportunity to review May 1 postings prior to in-school bidding and submission to personnel.

- 13-2-1-1 Each supervisor of a specialized services department will hold an annual meeting in May for the purpose of announcing changes in school groupings for assignments in the ensuing school year. All personnel in the department will be invited to attend and will be afforded the opportunity to apply for reassignment to other positions in accordance with the provisions of Articles 13-2-6-1a. Following these reassignments, no changes will be made without the direct involvement of all affected personnel.
- 13-2-1-2 Specific procedures for making reassignments of specialized services personnel will be jointly developed by ad hoc committees in each department and then recommended to the Director of Personnel Services. Such procedures will be based on and consistent with the provisions of Articles 8 and 13 and mutually approved by the District and the Association. The approved procedures shall become effective no later than February 1, 1986.
- 13-2-2 Except during summer intermission, vacancies subject to posting shall exist within schools only if principals are unable to fill their current staffing needs with qualified teachers who hold continuing assignment positions on their faculties. Such positions must first be posted within each building prior to submission to the Director of Personnel Services.
- 13-2-2-1 A teacher involuntarily transferred from a continuing assignment in a school shall be afforded the right to fill any vacancy, for which qualified, that may occur in the school prior to the second day of the second semester following the date of transfer from that school. Placement into the vacant position will occur no later than the first day of the next semester, or earlier as determined by the Director of Personnel Services. The principal of the school shall contact each qualified teacher, who has been involuntarily transferred from that school within the time period above, and offer the position to the teacher. Where more than one qualified, transferred teacher desires the position, the procedures of Article 13-5 shall determine the best qualified applicant. Positions unfilled under this process will be filled according to the other provisions of Article 13.

- 13-2-3** The principal of each school shall report all confirmed vacancies to the Division of Education and the Department of Personnel Services within five (5) school days.
- 13-2-4** Vacancies occurring during the school year shall be declared annual assignment vacancies and shall be filled for the balance of the school year. The Superintendent or designee shall have such vacancies included on the May 1 posting.
- 13-2-5** Vacancy lists published on May 1 shall include all confirmed vacancies. Vacancies filled by teachers on administrative transfer status shall be listed as "filled by Administrative Transfer." Vacancies affected by current legal requirements shall be properly designated. Each vacancy shall be designated as being for either continuing assignment or for annual assignment. All vacancies posted May 1 shall be filled in accordance with the priority order listed in Article 13-2-6-1a and the principal selection process found in Article 13-4-2.
- 13-2-5-1** Any continuing assignment vacancy on the May 1 posting not bid upon or filled by active transfer requests by the last day of the school year may be permanently filled by a new contract teacher.
- 13-2-5-2** Any continuing assignment vacancy occurring after the May 1 posting shall first be offered to faculty members in the building affected, as defined in Article 13-2-6-1a.1.
- 13-2-6** Any continuing assignment vacancy not appearing on the May 1 posting will be subject to the following procedures, and the principal selection process in Article 13-4-2 will not be used:
- 13-2-6-1** All vacancies occurring through July 1 shall be reported to the Director of Personnel Services for limited bidding. The Superintendent or the Superintendent's designee shall have such vacancies posted in the administration building at 900 Grant Street for the period July 1 through July 15.
- a. Such vacancies will be permanently filled in the following priority order:
1. Faculty Members: Teachers on continuing assignments in that school and those who had been involuntarily transferred from a continuing assignment in that school, as in Article 13-2-2-1.
 2. Administrative transfers: Regular contract teachers who do not have a continuing assignment for the ensuing school year, including those who have relinquished their position under Article 13-4-5.

Any teacher unassigned for three consecutive semesters, as in Article 13-6-7, will receive first priority within this group.

3. Voluntary transfers: Regular contract teachers who have a continuing assignment position for the ensuing year and have officially requested a position in another school.

4. Newly hired contract teachers

- b. All bids must be received by 4:15 p.m. on the last working day nearest to July 15.
- c. Bids may be on a vacancy request form or by letter bearing the signature of the applicant.
- d. Bidding shall be controlled by Article 13-5 except that the principal's interview will not be conducted.
- e. Teachers shall be notified in writing, of action on their vacancy request by August 15 and each letter will specify whether the assignment is continuing or annual. Annual assignments will include the termination date of the assignment.
- f. Any vacancies unfilled after the operation of provisions (a) through (e) above shall be added to vacancies arising under Article 13-2-6-2.
- g. All positions which are dependent on outside funding for which funding application has been made and for which funding is anticipated but no confirmation has yet been received will be contained in the July 1 posting with a note that the vacancy is contingent on funding approval. In the event that funding is not forthcoming, the teacher(s) appointed to those unfunded positions shall be placed under the procedures of Article 13-2-6-2-2.

13-2-6-2 All continuing assignment vacancies occurring during the period July 1 through the last day of summer intermission will be permanently filled in the following priority order:

- 1. Faculty members as defined in Article 13-2-6-1 .a.1, who have applied for the position in writing after May 1.
- 2. Administrative transfers, as defined in Article 13-2-6-1.a.2, who remain unassigned for the ensuing school year.

13-2-6-3 All other vacancies occurring during the period July 1 through the last day of summer intermission, and those unfilled following the operation of Articles 13-2-5, 13-2-6-1 and 13-2-6-2 shall be declared annual

assignment vacancies and will be filled for up to one school year in the following priority order:

(1) Unassigned teachers on administrative transfer.

(2) Newly hired contract teachers.

13-2-6-3-1 If a reduction in staff occurs in an individual school as a result of enrollment loss in September, or at the end of each semester, teachers assigned to a specific subject area or grade level as provided in 13-2-6-3 above shall be administratively transferred before any regularly assigned teacher in that same subject area or grade level in that school is administratively transferred.

13-2-6-3-2 A continuing assignment position teacher who is reduced due to loss of enrollment in September or at the end of each semester may choose to accept immediately a position held by a teacher assigned under Article 13-2-6-3(2) (new contract teacher), if qualified. The teacher who has been assigned under 13-2-6-3(2) will then become an administrative transfer.

13-2-7 The Director of Personnel Services shall provide, on a monthly basis, to the Association a list of all teacher reassignments and newly-created positions. Such list shall include reference to class of position and vacancy, schools, departments and grade levels affected.

13-3 Requesting Voluntary Transfers

13-3-1 Teachers who desire a transfer to another school shall file a request on the appropriate form with the Director of Personnel Services or designee.

13-3-1-1 Requests for voluntary transfers may be made from February 1 to April 15.

13-3-1-2 All current requests for transfer will be considered inactive at the end of each school year. Teachers may renew their requests for transfer after February 1 of each school year.

13-3-1-3 An employee may submit a transfer request form during the specified period provided in Article 13-3-1-1 above. Not more than one (1) transfer request form will be submitted during the period specified in Article 13-3-1-1 above. Such form shall name, in order of priority, not more than three (3) schools to which the employee wishes reassignment. The employee shall also specify the grade level(s)/subject area(s) of preference.

13-3-2 Teachers may also apply by letter for vacancies on May 1 and July 1 postings, as well as for any vacancies that may occur in the teacher's school of continuing assignment prior to the end of summer intermission, as in Article 13-2-6-2(1). Letters indicating interest in in-building positions which might occur during the summer intermission after July 15 must be submitted to the principal, with a copy to the Department of Personnel Services, by July 15.

13-3-3 All transfer requests received will be acknowledged in writing by the Department of Personnel Services or designee.

13-4 Filling Vacancies

13-4-1 The official list of vacancies published May 1 shall be posted by the principal in the office of each school unit upon receipt.

13-4-2 Following operation of Article 13-2-2, all remaining vacancies that are advertised on the May 1 posting will be subject to the following principal selection process. In this process, principals shall choose the candidate the principal deems to be the most suitable candidate for the vacancy from among a group of three teachers who have applied for the posted position. In the operation of this process the following conditions will prevail:

13-4-2-1 The three teachers considered for the vacant position shall be applicants within the administrative transfer priority group whose relative qualification scores are the highest. Teachers unassigned for three semesters, as in Article 13-6-7, will be given first priority for interview designations.

13-4-2-2 When fewer than three teachers in the above priority group have applied for the position, applicants for voluntary transfer to the vacant position will be included in the group of three teachers to be considered for the position, according to highest relative qualification scores.

13-4-2-3 The principal shall interview all three of the designated applicants for each vacancy and rank them in order of suitability for the position. The rankings will be based upon the results of the interview, as reported on a standardized reporting form, which is then transmitted to the Director of Personnel Services. The reporting form will be jointly developed by the Association and the District to ensure a fair and equitable selection process.

- 13-4-2-4** A teacher may apply for, in rank order of preference, all desired vacancies appearing on the May 1 posting and for which the teacher is qualified. The teacher will be scheduled to interview for no more than three of the listed vacancies. However, since the number of applicants for any given vacancy is highly variable, there can be no assurance that a teacher will be designated to interview for any of the vacancies applied for.
- 13-4-2-5** As part of the teacher's relative qualification score for this interview designation only, the teacher's current home school principal shall interview each identified administrative transferee and each potential voluntary transferee for the purpose of awarding up to fifty points. Following a discussion of each area below, the principal will award the teacher up to ten points in each of the following categories:
1. Use of effective instructional practices
 2. Practice of effective classroom management
 3. Use of communication skills with students, parents, and team members
 4. Total school involvement including extracurricular activities and/or school-related community activities
 5. Special expertise that has been demonstrated in the present assignment.
- If the principal has elected to hold a reduction interview, then the points awarded to the teacher identified for reduction will be doubled for the purpose of the interview designations, unless the teacher requests a separate interview for that purpose.
- 13-4-2-6** In all instances, the Affirmative Action Plan as mandated by the District Court Order will be observed as interview designations are made by the Department of Personnel Services, and as principals determine the most suitable candidate for the vacancy.
- 13-4-2-7** The application of this procedure and the substance of the principal's interviews are grievable.
- 13-4-2-8** In the event that the principal does not make every reasonable effort to interview the three designated applicants, then the applicant with the highest relative qualification score will be awarded the position. Teachers are obligated to schedule and attend an interview with the principal in order to be considered for the vacancy.
- 13-4-3** Vacancies which then occur as the result of granting

voluntary and/or administrative transfers, and not filled by the last day of the school year, will appear on the July 15 posting.

13-4-4 Any remaining vacancies following the operation of Article 13-4-3 shall be filled and posted as provided for in Articles 13-2-6-2 and 13-2-6-3.

13-4-5 Any teacher may volunteer to become an administrative transfer as defined under 13-2-6-1a-2. Teachers choosing this option shall notify the principal in writing during the period February 1 through April 15. By choosing this option, teachers shall forfeit all rights to remain in their current position and school. This request may not be withdrawn after April 15. Such a transfer, if granted, shall be effective only at the beginning of each school year and provided the teacher is not currently undergoing appraisal under the provisions of Denver Public Schools policy 1311B.

13-4-6 In considering a request for transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the District.

13-5 Determination of Best Qualified Applicant

13-5-1 In situations requiring a comparison of relative qualifications or when more than one teacher has applied for the same position, the teacher best qualified for that position shall be appointed except no teacher shall be considered for a position that they are not currently qualified to occupy as determined by the requirements of the accreditation standards of the Colorado Department of Education for teachers at the elementary and middle school level and of the North Central Accreditation Association for teachers at the high school level.

13-5-1-1 The Association and the District recognize that a court ordered plan may necessitate that some positions in special schools may require additional qualification criteria to be attached to them.

13-5-1-1-1 Posting of vacancies for special schools may include special qualifications as may be determined by the Director of Personnel Services after advisory consultation with the Association.

13-5-1-1-2 A contract teacher shall be afforded reasonable opportunities to meet, or agree to meet, the special qualifications within a specified time, before a new teacher from outside the District is hired to fill the position.

- 13-5-2** Subject to the provisions of Article 13-4 for filling vacancies on May 1 posting, the Director of Personnel Services, or designee, shall consider the following in determining which applicant is best qualified:
- Seniority in the District, by semester, including all approved leaves, except the General Leave.
 - Denver Public Schools contract teaching experience in the subject area, such experience to be counted as pre-school/early childhood through grade six, or grades seven through twelve.
 - Highest degree held.
 - Semester course hours earned after the Bachelor degree.
 - Semester course hours earned in the subject area. For elementary teachers, semester course credits identified on transcripts as "education" except that physical education teachers, instructional media teachers, music teachers, and teachers of other specialty areas shall be compared on the basis of semester course hours in their specialty area. For practical arts teachers, both practical arts and those vocational education semester course hours which are determined by the Director of Personnel Services to be directly related to the subject area. For counselors and other specialty area teachers not specified herein, those semester course hours directly related to the subject area as determined by the Director of Personnel Services.
 - Interview ratings reported by the principal. This interview is to be conducted and points awarded prior to any comparison of qualifications of the applicants in criteria a, b, c, d, e and g of Articles 13-5-2 and 13-5-3.
 - A middle school or elementary interdisciplinary/instructional team's optional compatibility evaluation.
- 13-5-2-1** Except for criteria f. and g. above, the exclusive source of information relating to the above criteria shall be the Director of Personnel Services and the teacher's central office personnel files.
- 13-5-2-2** Comparison of the above criteria shall be done on a standardized form agreed upon by the Association and the District.
- 13-5-3** In order to implement Article 13-5-2 and determine the relative qualification score of each applicant, a numerical point total for each applicant will be computed as follows:

- a. Two (2) points for each semester of full time employment as a contract teacher in the District including all approved leaves, except the General Leave.
- b. Two (2) points for each semester of full time contract Denver teaching experience in the subject area as defined in Article 13-5-2 b.
- c. For the highest degree held: Bachelor's degree, 0 points; Masters degree, 30 points; Specialist's degree, 60 points; Doctoral degree, 90 points.
- d. One point for each semester hour of credit earned after the Bachelor degree.
- e. One point for each semester hour of credit earned in the subject area as defined in Article 13-5-2 e.
- f. Up to fifty (50) points for each applicant as determined by the principal's interview. Up to ten (10) points may be awarded in any combination of the categories specified on the approved form. Those categories include the following:
 1. Use of effective instructional practices.
 2. Practice of effective classroom management.
 3. Use of communication skills with students, parents, and team members.
 4. Total school involvement including extracurricular activities and/or school-related community activities.
 5. Special expertise that has been demonstrated in the present assignment.

There shall be no principal's interviews for vacancies filled during June, July, and August.

In filling vacancies on May 1 posting, the total points awarded under subsection f. shall be a maximum of one hundred (100) points, and the principal shall choose from the top three (3) candidates as specified in Article 13-4.

- g. Twenty-five (25) points will be awarded by middle school and elementary teams when the interdisciplinary/instructional team chooses to request and participate in an interview with the applicants for continuing assignment vacancies on their instructional team. The principal may then take part as a member of the interviewing team. After the interview, twenty-five (25) points will be awarded to the applicant whose potential for team compatibility appears to be the greatest. No other applicants will receive any

points. The principal will then incorporate the points awarded during the interview into the overall total awarded to the applicant.

13-5-3-1 When the subject area is not clearly apparent, as in the case of auxiliary personnel, the subject area shall be omitted or a mutually acceptable subject area shall be determined by the Association and the Director of Personnel Services.

13-5-3-2 In the event of a tie the principal will make the final decision.

13-5-4 Professional staff positions will be categorized as follows. Each position shall be considered to be a separate department in each school.

a. Regular Classroom.

b. Special Support Programs With Regular Instruction of Pupils:

Bi-lingual Resource

Instructional Assistance Program

Instructional Media Specialists

Special Education Classroom/Resource Teachers

Metro Youth Education Centers

Teachers on Special Assignment

Extension Centers

Juvenile Hall

Hold Youth

Integrated Arts

Program for Pupil Assistance

Secondary Reading Teachers

Full-time Elementary Music Teachers

Full-time Elementary Art Teachers

Vocational-Practical Arts Specialists

c. Professional Staff Providing Adjunctive Pupil Services:

Nurses

Counselors

Social Workers

Speech/Language Specialists

Psychologists

Occupational Therapists

Physical Therapists

d. Teachers Serving In Auxiliary Positions Without Regular Instruction Of Pupils:

Student Advisors

Student Activities Directors

e. Special Assignments Without Regular Instruction Of Pupils:

Teachers On Special Assignment

Teachers On Association Leave

**f. Teachers Serving In Administrative Support Positions:
Teacher Assistants To The Principal
Instructional Resource Teachers**

- 13-5-4-1** Other positions not herein listed may be listed in the appropriate category as the District and the Association shall mutually agree.
- 13-5-5** Effective with this Agreement, teachers who have served or are now serving in positions other than regular classroom assignments shall receive subject area credit in both their special assignment area and in their previous subject area for experience prior to and including the 1981-1982 school year.
- 13-5-5-1** Teachers who continue to serve or who subsequently accept assignments listed under 13-5-4 b will continue to receive credit in both their subject area/grade level as provided in Articles 13-5-2 b and 13-5-3 b and in their specialty area.
- 13-5-5-2** Professional staff listed who continue to serve or who subsequently accept assignments under 13-5-4 c shall receive credit in their specialized area only.
- 13-5-6** Beginning with the 1982-83 school year, teachers who choose to serve or continue to serve in positions listed under 13-5-4 d, e, and f will receive credit under 13-5-2 b and 13-5-3 b for both the special assignment and the last previous subject area, grade level or area of most experience for a period not to exceed three (3) years. If determination of the last previous subject area is in question, the teacher shall exercise personal option regarding the area of credit accrual.
- 13-5-7** At the end of the three (3) year period provided in Article 13-5-6, teachers who elect to continue in such 13-5-4 d, e, and f assignments will receive credit only in their special assignment.
- 13-5-8** In order to allow for teaching assignments and coaching assignments to be in the same senior high school, senior high principals may designate certain vacancies unfilled under Article 13-2-2 as teaching/coaching combination positions, subject to the following provisions:
- 13-5-8-1** A senior high school principal may post a maximum of two (2) teaching/coaching combination positions per school year.
- 13-5-8-2** Applicants must meet the criteria and qualifications for the coaching position as specified by the District's Department of Athletics.
- 13-5-8-3** If more than one teacher has applied for the same teaching/coaching combination position, the best

qualified applicant shall be determined by using the relative qualification scores and provisions as specified in Article 13-5. The principal shall also award an applicant ten (10) points for every season the teacher has coached the posted sport in the District. Such additional points shall be used only for the purpose of filling the vacancy. The additional points shall be added to the subject area score, as in Articles 13-5-2 c and 13-5-3 e.

13-5-8-4 A teacher who accepts a teaching/coaching combination position will agree to serve as coach in the sport for a minimum of three full seasons. Should the teacher resign the coaching portion of the position or be nonrenewed in the coaching portion of the position before completion of three full seasons, the teacher shall become an administrative transfer at the end of that school year, with no right to remain in the building as would otherwise exist under Article 13-2-2. This subarticle shall apply only to those teachers who have accepted a position posted as a teaching/coaching combination.

13-5-8-5 A teacher who applies for a teaching/coaching combination position shall agree to the provisions of Article 13-5-8 in writing before being considered for the position.

13-5-8-6 The head coach of each sport shall be consulted by the principal or designee and shall have an opportunity to give input prior to the appointment of an assistant coach.

13-6 Transfer Requested by Administration

13-6-1 Written notice of administrative transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than thirty days prior to the close of each semester.

13-6-2 A transfer will be made only after a meeting between the teacher involved and the Superintendent, or the Superintendent's designee, at which time the teacher will be notified of the reasons therefor.

13-6-2-1 In the event the teacher objects to the transfer, the teacher may immediately notify the Association.

13-6-2-2 The Superintendent, or the Superintendent's designee, will then meet with the teacher and the Association Representative to discuss the matter as provided in Article 6.

13-6-3 A list of open positions in the District will be available to all teachers being administratively transferred.

- 13-6-3-1** When a choice of positions is possible, teachers may indicate an order of preference for appropriate consideration.
- 13-6-3-2** A teacher being involuntarily transferred or reassigned shall have preference over a teacher seeking voluntary transfer or reassignment as provided in Articles 13-2 and 13-4.
- 13-6-4** Transfers because of unexpected changes in enrollment may be made at any time according to procedures of Article 13-5.
- 13-6-5** Transfers shall not be used by any administrator as punitive or disciplinary action.
- 13-6-6** In instances where staff reductions are necessitated by decrease in enrollment, job elimination, budget considerations, change of programs, or program choices, the Superintendent's designee shall follow the procedures of Article 13-5. In such cases, the teacher with the lowest relative qualification score shall be transferred.
- 13-6-6-1** For purposes of staff reduction due to loss of enrollment, teachers serving in auxiliary positions shall be considered members only of the department named by the auxiliary position held. These positions shall include Student Advisor and Student Activities Director.
- 13-6-7** A regular contract teacher who has not held a continuing assignment position in the previous three semesters while being at all times eligible for a continuing position, shall receive first priority for placement into the next available continuing position for which qualified. This Article shall not apply if the teacher has twice previously declined a continuing position for which qualified. After an unassigned contract teacher has refused two (2) continuing assignments, the Director of Personnel Services or designee will assign that teacher to any continuing position for which qualified.
- 13-6-8** Any teacher who has been administratively transferred under the provisions of Article 13-5 and for whom no position exists, shall be temporarily placed in a pool of unassigned teachers. Such teachers shall be placed in a single school unit and shall, insofar as possible, be internally assigned only to instructional or tutorial assignments which are congruent with the teacher's academic qualifications. It shall not be the intent of the Board to indiscriminately assign such teachers to administrative support functions or to day-to-day ancillary functions not directly tied to the enhancement of instruction.

- 13-6-9** When a teacher is required by the District to take courses for new assignment as a result of an administrative transfer, a new court ordered plan or conversion to middle schools, the Board shall pay the costs of such retraining or reimburse the teacher for reasonable expenses incurred for tuition, fees and materials.
- 13-6-10** Teachers being administratively transferred because of the closing of a school shall be placed in new and comparable assignments prior to the operation of Article 13-4 and according to the procedures of Article 13-5.
- 13-6-10-1** As soon as determination of attendance areas for students displaced by school closing has been made, new teacher positions required as a result of such changes in attendance areas shall be determined.
- 13-6-10-2** Teachers being displaced by school closings shall be assigned to such new positions as follows unless otherwise assigned under Article 13-6-10:
- Elementary teachers may, at their option, bid for one of such new positions in the same grade level or special elementary subject area. Secondary teachers may bid on the subject area from which they were displaced. Bidding will be controlled by Article 13-5.
 - After the operation of paragraph (a) above, teachers still unassigned may, at their option, bid for remaining new positions for which they are qualified at other than the same grade level or subject from which they were displaced, bidding to be controlled by Article 13-5.
 - After the operation of paragraphs (a) and (b) above, teachers still unassigned shall be considered for assignment as defined in Article 13-2-6-1a2.
- 13-6-11** Vacancies occurring as a result of the opening of a school shall be subject to the following procedure:
- 13-6-11-1** Teachers on administrative transfer status as a result of enrollment loss caused by student reassignment to schools being opened shall have the option of:
- Placement in the schools being opened
 - First priority consideration for placement in other available vacancies as defined in Article 13-2-6-1a2.
- 13-6-11-2** All remaining positions in schools being opened shall be posted according to Article 13-2-4 or Article 13-2-5 and filled according to Article 13-6.
- 13-6-12** Transfer because of unusual situations may be made at any time except that such transfers shall not be made without due process procedures and according to the procedures of Article 13-5.

13-6-13 No teacher shall be transferred from a school for reasons stemming from confrontation with students or parents unless the following conditions are met:

- a. Principals shall immediately notify the Division of Education and the Association that a problem has arisen.
- b. A meeting shall be held which shall include the teacher, Association representatives, and appropriate administrators.
- c. No public statement shall be made by any of the parties prior to the meeting spelled out in item (b) above.
- d. Unless the personal safety of teachers is endangered and unless teachers are physically or emotionally unable to assume normal duties, teachers shall remain in their assignment.
- e. If a decision to transfer is made by the principal, it will first require review and approval by the Division of Education.
- f. Only the parties at interest shall have access to any documentation regarding the incident and subsequent action in accordance with provisions of law.
- g. Any students involved in the incident shall be afforded all due process rights to which they are entitled under law.
- h. Teachers shall in no way surrender any rights to file a grievance or to pursue legal action as they may desire.
- i. Teachers involved in the incident shall be afforded all due process rights to which they are entitled under the Agreement and applicable law.

13-7 Notice of Transfer

13-7-1 If a transfer is to be made, the teacher and the administrators concerned will be notified of the new assignment, in writing, by the last day of each semester.

13-7-2 Except in unusual cases, teachers who are to be transferred will be notified of their new assignment, in writing, by the last day of each semester.

13-7-3 On or about February 15 and June 15 of each year, the Director of Personnel Services shall make available to the Association a District-wide schedule showing the names of all persons who have been transferred and the nature of such transfers. A supplemental listing of transfers and their nature shall be made available to the Association by the end of August.

13-8 Teacher Exchange Transfer

- 13-8-1** The Board and Association agree that teachers may avail themselves of professional growth opportunities by participating in exchange transfers in the Denver Public Schools. An exchange transfer is defined as a transfer which may occur when two certificated teachers successfully develop tentative arrangements for an exchange of their respective assignments of employment as follows:
- 13-8-1-1** Teachers who are interested in exchange transfer teacher positions in the Denver Public Schools may submit a formal application to the Director of Personnel Services on or before March 1.
 - 13-8-1-2** An exchange transfer list of interested teachers will be published and posted in each school on or before March 15.
 - 13-8-1-3** All considerations and decisions on exchange transfer must be made not later than April 15.
 - 13-8-1-4** Any teacher may examine the exchange transfer lists. If, upon examination, a potential for exchange is possible, it shall be the teacher's responsibility to make initial contact with the other teacher.
 - 13-8-1-5** If, after discussion, both teachers agree to proceed, they shall notify the Director of Personnel Services and their respective principals on the appropriate form.
 - 13-8-1-6** All parties, teachers, principals and the Director of Personnel Services, or designee, will meet to discuss the possible exchange transfer within ten (10) school days after the teachers have declared their interest, in writing, to their principals and to the Department of Personnel Services.
 - 13-8-1-7** Within three school days following the meeting described in Article 13-8-1-6, all parties must agree or disagree to the proposed exchange transfer.
- 13-8-2** The exchange transfer is limited to certificated teachers having completed a minimum of three (3) years contract teaching in the Denver Public Schools and teachers not currently under teacher appraisal in accordance with Articles 10 and 22.
- 13-8-3** Teachers approved for exchange transfer will be considered as a part of the faculty of the school from which they came in the event of reduction of faculty. Should an administrative transfer resulting from reduction of faculty involve either teacher applicant, the exchange transfer will be terminated, as determined by the Direc-

tor of Personnel Services. This action may occur at any time through the period of finalization of faculty assignments.

- 13-8-4 Elementary teachers requesting exchange transfer must hold appropriate teaching credentials for the position requested.
- 13-8-5 Secondary teachers requesting exchange transfer must hold appropriate teaching credentials and be approved in their subject area(s) by the North Central Association.
- 13-8-6 The number of exchange transfers from any one school or department will be limited to a reasonable number as determined by the principal.
- 13-8-7 All teacher exchange transfers will be subject to the conditions and guidelines set out in the District's Affirmative Action Plan regarding the ethnic balance of faculties.
- 13-8-8 Term of exchange transfer:
 - a. Exchange transfers shall be for one year and will be effective at the beginning of each school year.
 - b. Requests for extension of the exchange transfer assignments for one additional year may be made by reapplying under provisions of Article 13-8-1.
 - c. A teacher may not apply for an exchange transfer for more than two successive years.
- 13-9 A review of the transfer policy will be done on a regular basis by the Agreement Implementation Committee.
- 13-10 The Association and District shall jointly prepare an updated edition of "A Resource Handbook for Administrators and Teachers" on Articles 8 and 13 and will distribute it to all administrators and faculty representatives upon its completion.

ARTICLE 14 — Summer School and Evening School

14-1 Summer School

- 14-1-1 A statement of all subject area openings for summer school teachers will be adequately publicized by the Superintendent and shall be posted in each school building as early as possible, and under normal conditions not later than the preceding March 15. Applications must be submitted within two weeks of the posting of said notices. Teachers who have applied for such summer school positions will be notified of the action taken regarding their applications as early as practicable, and under normal circumstances not later than May 10.
- 14-1-2 Positions in summer school will, to the extent possible, be filled first by regularly appointed teachers in the Denver Public Schools.

- 14-1-3** In filling such positions, consideration will be given to a teacher's area of competence, major and minor fields of study, quality of teaching performance, and attendance record. Except as provided in Article 14-1-4 and 14-2-4 and in the event more than one teacher has applied for a position(s), the procedures of Article 13-5 shall be used to determine the best qualified applicant, who shall then fill the position.
- 14-1-4** In order to allow for an equitable sharing of summer school teaching assignments, the following procedures should be followed. In areas where there are more qualified applicants for summer school positions than positions available, a teacher who has taught summer school the previous summer shall be given preference for employment in the next summer session. A teacher who has taught two consecutive summer sessions shall not receive preference for the next two summer sessions immediately following the last session taught.
- 14-1-5** When a sufficient number of regularly appointed teachers in the Denver Public Schools is not available to fill the positions, they will then be filled next in order of preference, by substitute teachers in the Denver Public Schools. To the extent that they are applicable, the same criteria that are used in making appointments from among regularly appointed teachers will be used in regard to substitute teachers.
- 14-1-6** Teachers employed in summer school may use previously accumulated sick leave but shall not be entitled to additional sick leave credits by reason of summer school employment.
- 14-1-7** Summer school teachers shall be paid an hourly rate of pay according to the formula set forth in S-1-2 of Schedule 1 and applied to the then current salary schedule.

14-2 Evening School

- 14-2-1** Teachers who wish to apply for positions in the evening school, except for the adult vocational education classes, shall make written application directly to the Emily Griffith Opportunity School prior to June 1 for the following school year. Teachers who have applied for such evening school positions will be notified of the action taken on their applications as early as practicable and, under normal circumstances, not later than September 1.
- 14-2-2** Positions in the evening school, except for adult vocational education classes will, to the extent possible, be filled first by regularly appointed teachers in the Denver Public Schools.
- 14-2-3** In filling such positions, consideration will be given to a

teacher's area of competence, major and minor fields of study, quality of teaching performance, and attendance record. Except as provided in Article 14-1-4 and 14-2-4 and in the event more than one teacher has applied for a position(s), the procedures of Article 13-5 shall be used to determine the best qualified applicant, who shall then fill the position.

14-2-4 In areas where there are more qualified applicants for evening school positions than positions available, preference shall be given to applicants who have taught not more than two years immediately preceding the current school year.

14-2-5 When a sufficient number of regularly appointed teachers in the Denver Public Schools is not available to fill the positions, they will then be filled next in order of preference, by substitute teachers in the Denver Public Schools. To the extent that they are applicable, the same criteria that are used in making appointments from among regularly appointed teachers will be used in regard to substitute teachers.

14-2-6 Evening school teachers shall be paid an hourly rate of pay according to the formula set forth in S-1-2 of Schedule 1 and applied to the then current salary schedule.

ARTICLE 15 — Vacancies In Other Than Classroom Teaching Positions

15-1 A copy of the publication "Job Descriptions for Personnel in Administrative and Supervisory Assignments" shall be placed in each school. This manual is to include the official title, function, responsibility and authority, typical duties and job specification profile for each job classification. A copy of the current salary schedule will be included in the manual.

15-2 Vacancies and positions covered under this article shall include administrative positions, supervisory positions, teacher assistant to the principal positions, instructional resource teacher positions, special assignment teaching positions, or other positions where employees perform full or part-time quasi-administrative functions.

15-3 Administrative Positions: At least annually, the Director of Personnel Services shall have posted in the office of each school a notice describing the methods and timeline to be used in making application for administrative and supervisory positions. Such annual notice shall constitute an appropriate posting. Those teachers who make application for such positions will receive written acknowledgement of said application from the Director of Personnel Services.

15-4 Quasi-Administrative Positions: Positions such as teacher assistant to the principal, instructional resource teacher, and

other in-building positions of a similar nature will be subject to the same method of annual posting as described in Article 15-3 above. The Director of Personnel Services will maintain an on-going record of such applications and will acknowledge receipt of applications in writing.

15-4-1 All teachers on special assignment (TOSA) positions, except temporary and short-term, will be posted in the office of each school. A job description, application form, timeline, and requirements will be a part of each posting. Teachers who desire consideration for such positions may submit an application or letter of interest to the Director of Personnel Services. Each such application shall be acknowledged, in writing, by the Director of Personnel Services.

15-5 The Board agrees that a list of temporary summer jobs of business nature within the District will be provided to business education teachers who are required by state vocational certification rules to earn the required hours of office-related work experience for recertification so they may, if they wish, apply for such employment.

ARTICLE 16 — Teacher Facilities

16-1 Each school will have the following facilities:

16-1-1 Space in each classroom in which teachers may safely store instructional materials and supplies, provided that the Board shall not be held to be the insurer of the teachers' personal belongings stored in such space.

16-1-2 A desk and chair for each teacher except in unusual circumstances.

16-1-3 Well-lighted and clean teacher rest rooms.

16-2 Insofar as financially practicable and as expeditiously as possible, each school shall be provided with the following:

16-2-1 A work room for teachers containing equipment and supplies to aid in the preparation of instructional materials.

16-2-2 A furnished room to be used as a faculty lounge. Such room will be in addition to the aforementioned teacher work room.

16-2-3 Telephone service available to teachers which permits privacy of conversation.

16-2-4 Space in the parking lot at each school will be reserved for teacher parking.

16-2-5 When the School District is unable to provide off-street parking for teachers, every effort will be made to provide reserved on-street parking as may be needed.

16-2-6 Each teacher will be provided a place which may be locked to keep personal items. Said places may be in teachers' lounges or individual school rooms.

- 16-2-7 Office space, other than the faculty lounge, for teachers whose classrooms are not available during the teachers' planning period.
- 16-2-8 Office space for specialized service personnel which affords appropriate privacy to conduct conferences and testing.
- 16-3 When new schools are constructed, they will include teacher facilities of the nature noted above.
- 16-4 Every effort will be made to ensure that for instructional periods, teachers will be assigned to well-ventilated, heated and properly lighted classrooms which meet applicable health and safety standards and allow for an appropriate amount of space to meet instructional needs.

ARTICLE 17 — Personal Injury Benefits and Property Damage

17-1 Temporary Disability:

- 17-1-1 Teachers temporarily absent from school and temporarily unable to perform their duties as a result of personal injury incurred in the scope and course of their employment, which was not the result of their own negligence, will be paid their full salary less the amount of any workmen's compensation payments or award made for temporary disability due to said injury for the period of such temporary absence for a period of up to four (4) months from the date of injury, or remainder of the school year, whichever is less. Any additional leave necessitated by such injury will be deducted from the teacher's sick leave. In the event sick leave is exhausted, the affected employee will, if qualified by membership, be allowed to draw from the Sick Leave Bank as provided in Article 23-8. The Board will assume the burden of medical expenses not covered by the health insurance and workmen's compensation.
- 17-1-2 The Board shall have the right to have such teachers examined by a physician designated by the Board to assist it in determining the length of time during which the teachers are temporarily unable to perform their duties, and that the disability is attributable to the injury involved. In the event that there is an adjudication of the period of temporary disability in the appropriate workmen's compensation proceeding, the Board may adopt such adjudication.
- 17-2 The Board will reimburse teachers for any clothing or personal effects damaged or destroyed in the scope and course of employment, provided such damage or destruction is not the result of the teacher's negligence.
- 17-3 Teachers who follow reasonable and prudent practices in

confiscation of student property consistent with established school rules or with the accepted code of pupil conduct, shall not be liable for any student loss of property. Should proceedings be brought against a teacher alleging negligence, the Board shall instruct its attorney, when appropriate, to assist the teacher's defense and act as legal counsel for the teacher affected.

ARTICLE 18 — Teacher Protection From Assaults

18-1 An emergency plan shall be developed in each school building for dealing with potential staff assaults by adults.

18-1-1 Building plans should include at least the following components:

- a. All visitors be directed to the main entrance. Door signs directing visitors to the proper entrance be displayed on all outside doors.
- b. Outside doors which are not customarily used or are difficult to supervise, are to remain locked.
- c. All visitors must register in the main office. Visitor passes to be available and to be issued where appropriate.
- d. All provisions of local ordinances and state statutes pertaining to loitering will be enforced by school officials as necessary.
- e. Advisement to all staff members that intruders or demonstrators be subject to removal only by proper authorities.
- f. Direction to staff members that good judgment be used in all situations involving "hostile" visitors. This involves calm behavior and the immediate reporting of incidents to proper school authorities.
- g. Planned awareness that overt threats may come in the form of telephone calls, written notes, U.S. Mail, or by unexpected confrontations or visitations both on and off the school grounds and both within and outside the normal work day.
- h. Establishment of clear reporting procedures and communications methods which are to be used.

18-1-2 A reporting/action system shall be developed.

18-1-2-1 In cases involving no imminent danger the plan shall include provisions for:

- a. When a threat has been made, it is imperative that the affected staff member immediately report the incident to the proper administrator. A conference should then be held, without delay, for the purpose of determining the depth of the problem and seeking a reasonable course of action that is understood by all affected. Assuming that

a threatening party is a patron of the school, a conference involving the adult along with the staff member and principal, should be scheduled immediately.

- b. Agreement Article 34-4-2 be observed if occasioned by a potentially confrontive situation. The teacher has the primary responsibility to notify all parties.
- c. Agreement that the affected staff member will not be required or expected to accept or return phone calls received from parties who have demonstrated prior abusive intent. Administrator will intervene.
- d. Telephone calls received outside the work day that are abusive in nature be reported to the police and recorded by the affected staff member and administrator.
- e. In situations where bodily harm is threatened, the police and central administration be notified without delay.
- f. At the request of the staff member, the principal or other appropriate administrator implement a "buddy" system network to ensure the safety of any threatened staff member. Proper notification to necessary staff members to ensue.
- g. A "buddy system" so implemented to remain in effect so long as necessary. Said system to include escort to and from classes, parking lot, and other areas of school jurisdiction.
- h. The principal or other designee to accompany any hostile individual while in the building or on the school grounds, as may be done safely.

18-1-2-2 When a threat is made and the situation indicates that there may be need for emergency action, the building plan shall include provisions for:

- a. Immediate notification to administrative staff.
- b. Immediate notification to the staff member affected with class or other coverage provided as deemed necessary.
- c. Immediate alert to police that a potentially dangerous situation exists.
- d. Advance provision for administrative intervention in the event a threatening party actually arrives in a school.
- e. Advance provision for steering the party to the principal's office for the purpose of a "cooling off" conference.

18-1-2-3 The plan for handling a threatening party who has actually entered the building without first having gone to the office shall include:

- a. Advance provision that both office and professional staff be authorized to inquire about proper office registration and visitor's pass.
- b. Direction to staff that unrecognized visitors be reported to the principal.
- c. In schools having P.A. systems, use of the system in alerting office and others that a problem situation has developed.
- d. In schools with no P.A. system, use of the "red book" messenger system (red book or other pre-designated item which is carried by student(s) to the office.) This is seen as alerting both the principal and other nearby staff members to the fact that assistance is required.

18-1-3 At least one meeting per year of the entire building staff shall be held to acquaint ALL staff members (professional, clerical, paraprofessional, etc.) with the components and implementation processes of the building plan.

18-2 Any teacher who suffers an assault in connection with their employment shall immediately make a written report of the circumstances thereof to their principal. Upon the teacher's request, the principal will immediately summon the police for the purpose of preparing a teacher complaint against the student. Within a 24-hour period following the incident, the principal and the offended teacher shall mutually compile a written report, including supplemental reports, attaching copies of any summons, etc. Every instance of student assault upon a teacher will be reported to the central administration following the above outlined procedure.

18-3 Every instance of student assault upon a teacher shall be reported to the central administration following the procedure of 18-2. When the principal has determined that an assault has occurred, the student shall be removed from the classroom for at least the remainder of the day pending further investigation and subsequent application of the school's discipline code as in Articles 19-5-1d and 19-7-1-1.

18-4 Such reports will be forwarded to the Board through the Superintendent's office and, in the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable request by the teacher for information in the Board's possession not privileged by law or policy of the District and relevant to the incident reported.

18-5 If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with the teacher's employment, such teacher, after making the reports described in Article 18-2 above, may request the Board's assistance in the preparation of the teacher's defense. Upon receipt of such request, the Board will instruct its

attorney to consult with the teacher's legal counsel in the preparation of the teacher's defense, insofar as the interests of the teacher and the District are not conflicting.

- 18-6 Nothing in this article shall prejudice any action that the Board might otherwise take regarding the teacher's employment status.
- 18-7 Liability insurance coverage in the amount of \$100,000 shall be provided to each teacher. Costs of such coverage shall be paid by the Board.
- 18-8 The principal or supervisor shall, upon request of an assaulted employee, contact the Director of Personnel Services to determine what legal action may be requested and to inform such employee of appropriate rights.
 - 18-8-1 If the employee decides that legal action should be taken, the Director of Personnel Services will consult with the Denver Public Schools legal staff and give advice and counsel to the employee.
 - 18-8-2 The Director of Personnel Services and the administrator in charge of the school or department shall assist the assaulted employee to make criminal complaints against either the adult or juvenile offender.

ARTICLE 19 — Student Conduct and Discipline

19-1 General Principles

- 19-1-1 The chief purpose of the school is to educate those students in its charge. Behavior which tends to conflict with the educational program of the Denver Public Schools or which is inimical to the welfare of other students will be subject to disciplinary action.
- 19-1-2 Respect for constituted authority and obedience thereto is an essential lesson to qualify one for the duties of citizenship, and the classroom is an appropriate place to practice and teach that lesson.
- 19-1-3 Colorado school law requires students to attend school until age sixteen or graduation from the twelfth grade, Colorado Revised Statutes (CRS) 1973:22-33-104. Colorado school law also permits attendance until the age of twenty-one. CRS 1973:22-33-103.
 - 19-1-3-1 There is no state law that prohibits the participation of a 15-year old high school student in any alternative program approved by Denver Public Schools.
 - 19-1-3-2 A student who is consistently truant and hopelessly failing but remains in the area of school jurisdiction is a security problem and a negative example to others. If a student will not return to classes permanently after all reasonable counseling efforts have been made, the student and parent must choose be-

tween withdrawal from school or a transfer to a district alternative education program. Alternative programs outside the jurisdiction of the Special Education Department must be available for students.

- 19-1-4 Student conduct and discipline policies and rules and their enforcement shall be consistent with applicable law and current CRS.
- 19-1-5 Students violating any of the policies and rules shall be subject to appropriate disciplinary action, including suspension, expulsion, and referral to the proper law enforcement authority.
 - 19-1-5-1 A principal must be able to withdraw a student who threatens the physical and educational welfare of others.
 - a. If all reasonable attempts to change the student's negative behavior fail, the parent and student must choose between being withdrawn from school or being transferred to a District alternative education program for the rest of the year. The seriousness of these cases requires immediate placement and thus cannot be under Special Education Department control.
- 19-1-6 Most discipline problems are caused by students who are not academically successful. Inservice training programs should be available as necessary to acquaint all teachers with the following:
 - A - Special methods of teaching the slow learner.
 - B - Uninvolved student.
 - C - Classroom management.
 - D - Confrontation-avoidance techniques should be organized for all faculty members. Whenever it is possible, the organization and resources for these sessions or programs should come from the building.
- 19-1-7 Peer pressure is the strongest influence affecting student behavior. The schools should work with student organizations to solicit student thought and action to help bring student peer pressure to bear in helping fellow students overcome their overt antisocial and antischool behavior.
- 19-1-8 The School District should seek ways of communicating with and securing the direct action of the courts in instances where the school, the home, and the student have urgent need of help.

19-2 Objectives

- 19-2-1 Objectives of the policies pertaining to student conduct and discipline:

- a. To facilitate teaching and learning in the classroom.
- b. To educate our youth of their responsibility to follow accepted rules of conduct in the schools and the community.
- c. To aid in the fulfillment of the responsibility invested in the schools by the State of Colorado.

19-3 Policy Development

- 19-3-1** Board of Education policies on student conduct and discipline shall be developed, written, and reviewed jointly by representatives of the Superintendent and representatives of the Denver Classroom Teachers Association for recommendation to the Board of Education. The Superintendent's representatives shall include parents and students.
- 19-3-2** Any revision of the Student Conduct Code as described and commissioned herein under Article 19-3-1 shall involve consultation with representatives of the Denver Classroom Teachers Association. However, the Association recognizes that the Board of Education has the final responsibility for adopting a code of student conduct.
- 19-3-3** Reports of the Joint Discipline Code Committee and other reports which speak to recommendations regarding the Student Conduct And Discipline Code may be adopted by the Board of Education. Reports that are adopted will be printed and distributed to all teachers for appropriate ratification and implementation as parts of Agreement Article 19 and DPS Policy 1214C. Subsequent revision(s) may be made by the Board, as needed, in a similar fashion.

19-4 General Policies on Student Conduct and Discipline

- 19-4-1** All general policies and specific behavior prohibitions cover student conduct and discipline in the classroom, the school building, and the school grounds. The policies cover the normal school day and activities directly related to the instructional program, including both curricular and extracurricular activities.
 - 19-4-1-1** These policies and procedures are to be reviewed and discussed at the building level at the beginning of each school year. Periodic review will be done during the year and all new personnel are to be thoroughly informed after assignment to a school.
- 19-4-2 Rights of Certificated Personnel and Principals**
 - a. Teachers may remove a disruptive student from the classroom to the principal or principal's designee after efforts consistent with adopted school building rules and procedures have been tried with the student.

- b. A principal or the principal's designee may suspend a student on the grounds stated in Section 22-33-106 of the current Colorado Revised Statutes for any period not to exceed five (5) school days. Principals exercising this authority must conform with the requirements of Board of Education policy 1205E.
- c. The use of the exclusion process must remain a viable alternative when dealing with the most severe discipline problems.
- d. Upon the written request or permission of a parent or guardian and after a thorough investigation by the principal, corporal punishment for repeated and aggravated offenses may be administered to students by principals and teachers. Minimal procedures necessary to protect the student's interest without undercutting the disciplinary value of the punishment are as follows:
 - 1. The student must be informed beforehand that the specific misbehaviors could result in corporal punishment.
 - 2. Corporal punishment should never be used as a first line of punishment for misbehavior. Attempts to modify behavior by some other means will insure that the student has clear notice that certain behavior subjects him to physical punishment.
 - 3. A teacher or principal must punish corporally in the presence of a second school official, teacher or principal, who must be informed beforehand and in the student's presence of the reason for the punishment.
 - 4. Such punishment must not be cruel or unusual.
 - 5. An official who has administered such punishment must provide the child's parent, upon request, a written explanation of the reasons and the name of the second official who was present.
 - 6. Additional rules may be developed in schools to govern such matters as the nature of corporal punishment, the location, officials who administer it, place of the administration, instrument used, and a report of the punishment.
- e. When engaged in their duties and responsibilities as teachers, teachers may use reasonable force as is necessary to maintain control, to protect themselves from an assault, or to prevent an assault upon other students.

19-4-3 Responsibilities of Certificated Personnel and Principals

- a. Principals and teachers are responsible for the maintenance of order within the classroom and the

school. Authority to use reasonable and prudent force and restraint for the purposes of maintaining order and for safeguarding the persons of students and school employees is delegated by the Board of Education to certificated personnel.

- b. In the exercise of their authority to control and maintain discipline in classes, teachers should use reasonable and professional judgment concerning matters not provided for by the policies adopted by the Board of Education. Teachers' actions shall be consistent with law.
- c. Principals and teachers are to maintain records of student conduct that may require disciplinary action. These records should include date and time, a statement descriptive of the violation, a summary of action taken and recommendations made for improvement of student's conduct.
- d. Disciplinary decisions should be made with reasonable promptness.
- e. Final disciplinary decisions of teachers and principals should be arrived at cooperatively whenever feasible and announced to all parties affected in a manner agreed upon by those making the decisions.
- f. Whenever it appears that a student requires the attention of professional persons other than teachers, such as counselors, psychologists, social workers, law enforcement personnel, physicians, etc., a teacher will inform the principal or appropriate administrative staff member on designated referral forms, so that reasonable steps can be taken.
- g. Principals' and teachers' responsibility for a student may be relinquished in accordance with Denver Public Schools' policies or administrative directives which cover dismissal of a student during a school session.
- h. Students who have been suspended or expelled from school and who have been directed to stay off school grounds shall be subject to penalties provided in city ordinances and state laws if they come to any Denver Public School's grounds or buildings without permission.
- i. When a principal or the principal's designee deems a person to be in the vicinity of a school without apparent lawful business, the principal or the principal's designee shall advise the person(s) to leave the vicinity of the school. If the warning is not heeded, the principal or the principal's designee shall call the Denver Police Department and refer the matter to it for appropriate action. (CRS 18-9-109).

19-5 Specific Policies on Student Conduct and Discipline

19-5-1 The following are expressly forbidden and violation will make the student subject to disciplinary action:

- a. Use of tobacco by students in school buildings. Use of tobacco by students outside school buildings on school grounds except in those areas at senior high schools which have been specifically designated as smoking areas as may be provided by school building rules and central administrative directive.
- b. Use or possession of alcohol or other harmful substances.
- c. Illegal use or possession of narcotics or other habit-forming drugs.
- d. Fighting, assault, menacing and the carrying or use of dangerous, or obviously annoying instruments which could be used as weapons.
- e. Theft, larceny, or breaking and entering.
- f. Use of obscenities or vulgarities.
- g. Verbal abuse.

19-5-2 Personal appearance, cleanliness, and neatness of dress must meet reasonable and acceptable standards. The disruptive effect of extremes in dress and personal appearance is the primary concern of the school. Each school should develop suitable standards and provide for periodic review of those standards.

19-5-3 Regular attendance is expected of all students. Unexcused absences, tardies and truancies may result in disciplinary action. Such disciplinary action should be related to the frequency and total number of such absences, tardies or truancies. Academic achievement is affected by pupil absence and may have adverse effects on grades and academic credit. Adequate records shall be kept by each teacher in each school of pupil absences, tardies and truancies. The following will be used by school personnel to determine the reasonableness of student absences and tardies:

- a. The primary cause for failure in secondary school is poor attendance. Recently, new procedures have shown that students will respond favorably to more demanding attendance rules. All schools should write separate attendance policies specifically adapted to their own conditions, but the following key provision should be included:

All absences, regardless of the cause, are to be made up if credit for the absence is to be received. Insofar as is possible, actual time should be made up, but if that cannot be done, then homework should be required that would ap-

proximately equal the time lost in the classroom.

1. An excused absence shall be absence with permission of the parent and school principal. After an excused absence, the student will be admitted to class and makeup work will be accepted by the teacher. If work is not made up, credit will not be given.
2. An unexcused absence shall be absence with permission of the parent but without permission of the school principal. After an unexcused absence, the student will be admitted to class and make-up work will be accepted. If work is not made up, credit will not be given.
3. A truancy shall be absence without permission of the parent or school principal. After a truancy, the student will be admitted to class and make-up work may be accepted by the teacher. General circumstances of the truancy will impact greatly on the joint decision by the school principal and teachers as to whether or not they wish to allow truant students the opportunity to make up work. If work is not made up, credit will not be given. The parent will be notified of a truancy as soon as practical and additional steps may be taken as needed to enforce school attendance laws.
- b. All provisions of sub-articles 19-5-3a 1-3, are incumbent upon the pupil to initiate with the teacher as to how make-up work is to be given.

19-5-4 Students shall not leave the school grounds during the school day without permission of the parent and school principal or designee. Students who leave without permission shall be considered truant.

19-5-5 Unapproved student organization activities are prohibited. No middle school or senior high school fraternity, sorority, club, or society shall carry on any of its activities in the school building or on the school grounds during the school day unless specifically approved as a school activity. These prohibited activities shall include pledging, hazing and other acts disruptive of school operation.

19-5-6 Students who operate motor vehicles are subject to the following:

- a. The vehicle must be registered with the school.
- b. The vehicle shall be parked in the student parking lots whenever possible.
- c. The student must conform to all school rules and regulations regarding pupil-operated motor vehicles.
- d. The student must conform to the provisions of

Colorado law governing the operation of a motor vehicle, when operating a motor vehicle on school property.

19-6 Policies on Extracurricular Activities

- 19-6-1** Extracurricular activities shall include the following:
- a. School sponsored activities requiring supervision of students beyond the regular school day.
 - b. School sponsored activities occurring on school time but away from the school premises.
 - c. The intramural activities of the Denver Public Schools, except the Denver Public Schools athletic program.
- 19-6-2** All policies on student conduct and discipline shall apply to extracurricular activities.
- 19-6-3** Principals and teacher sponsors of extracurricular activities should develop specific written rules for extracurricular activities in each building. Students and parents must be informed of rules for extracurricular activities.
- 19-6-4** Specific written rules governing particular interschool activities such as forensics, should be developed jointly by school sponsors and representatives of the Superintendent.
- 19-6-5** All extracurricular activities are to be under the direct supervision of certificated personnel of the Denver Public Schools.
- 19-6-6** Certificated personnel and other sponsors of extracurricular activities represent the authority of the school and students are to comply with their directives.
- 19-6-7** Certificated personnel and other sponsors of extracurricular activities shall assume responsibility for supporting and maintaining the policies and rules of the school and of the Denver Public Schools. Teachers and other sponsors of extracurricular activities have the assurance that reasonable and professional decisions made by them will be supported by the administrative staff.
- 19-6-8** Decisions regarding the dropping from an activity of either an individual or a group, are to be discussed by the certificated personnel or other sponsor and the principal. Such decisions shall be made in terms of the gravity of the offense. Discipline requiring immediate action is the responsibility of the certificated personnel or other sponsor and the action should demonstrate reasonable and professional judgment.

19-7 Rule Development in the School

- 19-7-1** Specific rules for each school shall be developed, written, and reviewed by the School Building Committee, in cooperation with the principal, parents, and students to

implement Board of Education policies with respect to student conduct and discipline. A copy of such rules shall be supplied to the Assistant Superintendent for Elementary Education or the Assistant Superintendent for Secondary Education, whichever is appropriate. Copies shall be provided to parents and students and also shall be provided to all interested persons or organizations upon request.

- 19-7-1-1 Individual building codes of student conduct and discipline shall contain provisions which speak directly to the handling of cases which involve violations listed in 19-5-1, A-G.
- 19-7-1-2 Building policies on student conduct and discipline shall include provisions for specific procedures to be used in dealing with temporary exclusions from class. Such procedures shall include the administrative action taken and the method for reporting these actions to the teacher responsible for initiating the exclusion action.
- 19-7-2 Individual teachers or teachers in a department or grade level group may make specific rules consistent with building rules and within the framework of the policies of the Board of Education. Such rules shall be provided to the principal for review and approval.
- 19-7-3 If a situation should arise in which there appears to be no applicable Board of Education policy or school rule, the certificated personnel would be expected to exercise reasonable and professional judgment. In such situations, the certificated personnel in the building, in cooperation with the principal, have the responsibility for considering development of applicable rules.
- 19-7-4 Rules should be kept to a minimum and reviewed at least annually, with revisions completed by May 1st. These rules should meet the minimum standards included in Articles 19-4 and 19-5.

19-8 Enforcement

- 19-8-1 Enforcement of Board of Education policies and school building rules is the joint and common responsibility of the certificated personnel and the principal. When the certificated personnel and the principal exercise such responsibility or when they exercise reasonable and professional judgment in the absence of rules, they will receive the support of the central administrative staff and the Board of Education.
- 19-8-2 Enforcement of rules within a classroom or in the conduct of a school activity, whether curricular or extra-curricular, is primarily the responsibility of the certi-

ficated personnel in charge. When certificated personnel use reasonable and professional judgment in enforcing the rules, they will receive the support of the school administrative staff and the Board of Education.

19-8-3 Certificated personnel should use reasonable and professional judgment in considering and acting on complaints arising from the enforcement of policies or rules on student conduct and discipline. It is vital that there be communication and understanding among certificated personnel and principals or their designees regarding such complaints where, in the judgment of those concerned, the matter is of consequence.

19-8-4 During the school year, and consistent with Article 7-1-4, certificated members of faculties will be provided in-service/workshops in the interpretation and implementation of Article 19. If citywide, such workshops shall be planned through Professional Council and appropriate departments of the Division of Education.

19-8-5 At each level certain programs and procedures should be maintained.

a. At the elementary level the discipline process has been expanded and implemented to include:

- a team approach
- involvement of parents through conferences and instruction for parents.
- the provisions for inschool suspension are recommended for all elementary schools; dependent, however, on size of schools and availability of facilities and staffs.

b. As an alternative to present suspension procedures, the P.A.S.S. (Positive Alternative to School Suspension) should be maintained.

c. The student advisor program should be maintained.

d. The District security aide program should be maintained.

19-8-6 It is intended that Board Of Education and School District rules are to be applied and enforced in a fair, consistent and equitable manner district-wide. It is the responsibility of the principal in cooperation with the School Building Committee to periodically review and evaluate the implementation of Article 19.

ARTICLE 20 — Insurance

20-1 Group Life. It is recognized by the Board and the Association that the present group life insurance program of the School District is a condition of employment affecting all of the

School District employees and cannot be negotiated with any single group.

- 20-1-1** The present group life insurance program of the school district will be continued for teachers. Effective January 1, 1972 the Board of Education will assume the full cost of premiums for teachers, including group long term disability insurance referred to in Article 20-2.
- 20-2** **Disability.** Group long term disability insurance coverage shall be continued for teachers as approved by the Board on May 16, 1968.
- 20-3** **Liability.** Liability insurance coverage in the amount of \$100,000.00 shall be provided to each teacher. Costs of such coverage shall be paid by the Board.
- 20-4** **Health.** Effective January 1, 1989, group health insurance coverage shall be continued for each teacher. Such insurance shall include catastrophic coverage, except that any increased cost in premium to the School District to provide such coverage shall not exceed a total of ten thousand (\$10,000.00) dollars annually. The District and the Association further agree to a joint study committee whose charge shall be to consider the feasibility of a prefunded health insurance plan for future retirees.
- 20-5** All additions, alterations, or deletions of all insurance programs as they affect teachers shall be, in the future, subject to negotiations.
- 20-6** In accordance with Article 22-3, effective January 1, 1978, dental insurance shall be established for each employee represented by the Association. The Board of Education will establish a bid procedure for selecting a dental insurance carrier.
- 20-6-1** Effective January 1, 1983, the Board shall modify the current dental insurance coverage to include optional orthodontic care. The additional premiums for those who choose to take the modified coverage will be shared between the employee and the Board. The carriers currently recognized by the Board shall continue or shall, at the option of the Board, be replaced by a carrier who shall offer comparable benefits at comparable cost.
- 20-7** Effective January 1, 1983, vision insurance shall be established for all employees covered by this Agreement. Costs of such insurance shall be paid by the Board. Cost of such insurance shall not exceed a yearly amount of more than \$220,000 for all employees in the bargaining unit.

ARTICLE 21 — Transportation Allowance

- 21-1** Teachers whose duties require daily travel between two or more schools are authorized reimbursement for automobile

use. In accordance with Article 22-1-5, they will be paid a flat rate of thirty (30) dollars per month, vacation time and time off payroll excluded, to cover the cost of owning a car available to the District, plus twenty cents per mile for operating costs.

- 21-2 Teachers authorized transportation allowance are required to carry bodily injury liability insurance of not less than \$50,000 per person and \$100,000 per accident, and property damage liability insurance of not less than \$5,000.
- 21-3 Teachers whose duties require less than daily travel between two or more schools shall be reimbursed at the rate of thirty (30) cents per mile for the use of their personal automobile in accordance with Article 22-1-5.
- 21-4 Teachers authorized transportation allowance but not owning or driving an automobile are reimbursed for actual bus fare expenditures.

ARTICLE 22 — Salaries and Retirement Benefits

22-1 Salaries

- 22-1-1 The salary schedule to become effective January 1, 1989, will reflect a 3.75% increase over the 1988 salary schedule and, the new values for Step 2 and Step 3 shall be implemented. The salary schedule for 1990 shall be negotiated pursuant to the provisions of Article 4-3.
- 22-1-2 Teacher on BA Step 1 will be paid up to an additional \$750.00 for orientation days under Article 7-2 and for thirty-five (35) hours of inservice in addition to regular inservice for other new teachers. This will mean that the total minimum starting salary for a new teacher in the District will be \$18,794.

22-1-3 Teacher's Salary Schedule Effective January 1 to December 31, 1989.*

Step	BA+90					
	BA	BA+45	MA	MA+45	MA+90	Doctorate
1	\$18,044	\$19,668	\$21,274	\$22,878	\$24,511	\$26,158
2	19,548	20,590	22,270	23,961	25,671	27,393
3	20,047	21,512	23,268	25,046	26,830	28,629
4	20,613	22,434	24,264	26,128	27,990	29,863
5	21,517	23,432	25,366	27,299	29,244	31,196
6	22,475	24,502	26,517	28,524	30,548	32,595
7	23,495	25,612	27,701	29,820	31,909	34,067
8	24,554	26,745	28,946	31,155	33,345	35,601
9	25,653	27,966	30,251	32,555	34,879	37,203
10	26,817	29,224	31,629	34,036	36,434	38,879
11	28,019	30,520	33,039	35,538	38,069	40,630
12	29,285	31,896	34,531	37,172	39,787	42,450
13	30,695	33,441	36,279	38,932	41,691	44,468
15	31,295	34,041	36,879	39,532	42,291	45,068
20	31,895	34,641	37,479	40,132	42,891	45,668
25	32,495	35,241	38,079	40,732	43,491	46,268
30	33,095	35,841	38,679	41,332	44,091	46,868
35	33,695	36,441	39,279	41,932	44,691	47,468
40	34,295	37,041	39,879	42,532	45,291	48,068

*Teachers should consult the salary regulations posted in each school prior to beginning a program of advanced preparation.

22-1-3-1 Teacher's Salary Schedule Index*

Step	BA	BA+45	MA	MA+45	MA+90	Doctorate
1	1.000	1.0900	1.1790	1.2679	1.3584	1.4497
2	1.0833	1.1411	1.2342	1.3279	1.4227	1.5181
3	1.1110	1.1922	1.2895	1.3880	1.4869	1.5866
4	1.1424	1.2433	1.3447	1.4480	1.5512	1.6550
5	1.1925	1.2986	1.4058	1.5129	1.6207	1.7289
6	1.2456	1.3579	1.4696	1.5808	1.6930	1.8064
7	1.3021	1.4194	1.5352	1.6526	1.7684	1.8880
8	1.3608	1.4822	1.6042	1.7266	1.8480	1.9730
9	1.4217	1.5499	1.6765	1.8042	1.9330	2.0618
10	1.4862	1.6196	1.7529	1.8863	2.0192	2.1547
11	1.5528	1.6914	1.8310	1.9695	2.1098	2.2517
12	1.6230	1.7677	1.9137	2.0601	2.2050	2.3526
13	1.7011	1.8533	2.0106	2.1576	2.3105	2.4644

*Approximate index rounded to four decimal places

22-1-4 Longevity Increment: All teachers who have completed fifteen (15) years of continuous service shall receive a longevity increment and shall be eligible to receive an additional increment on the completion of each five (5) years of additional service after the receipt of the first increment.

All increments earned on or before January 1, 1983, shall be paid at the rate of four hundred dollars (\$400) per increment. All increments earned after January 1, 1983 shall be paid at the rate of six hundred dollars (\$600) per increment.

All teachers receiving a longevity increment on January 1, 1983 (those with fifteen (15) years or more of active service) will have two hundred dollars (\$200) added to their annual salary beginning January 1, 1983.

22-2 Annuity Plan

Effective January 1, 1980, each teacher electing early retirement will be provided compensation for accumulated sick leave days through an annuity plan as herein provided:

- a. When the teacher has met the requirements of early retirement in the District and the attainment of age 55, that teacher shall be eligible for compensation for accumulated sick leave.
- b. A premium payment of \$11,340 for an annuity will be made by the District for teachers between the ages of 55 and 64 who elect early retirement.
- c. The payment of \$11,340 will be based upon eligibility for retirement and an accumulation of one work year of unused sick leave.
- d. The payment of \$11,340 premium shall be reduced in direct proportion to the number of accumulated sick leave days as those days are less than one work year. That is, the payment will be reduced for teachers by $1/190$ for each day less than an accumulation of 190 days.
- e. An annuity provided by the Board's premium payment shall become mature and payable to the teacher at the age of 65. In the event an annuitant would not live until age 65, there will be no survivor benefit prior to January 1, 1983. (See j. below).
- f. The amount of the annuity provided at age 65 shall be determined by the annuity earnings between the age of retirement and age 65 and the number of sick leave days accumulated at the time of retirement as provided in paragraph c. above.
- g. The annuity premium shall be computed on the formula of $\$11,340 \times 1/190$, times the total number of sick leave days accumulated by the individual upon retirement but not to exceed 190 days.
- h. The District will notify employees of their rights under the Annuity Plan in a timely manner.

- i. The District will, beginning January 1, 1983, extend the time for enrollment in the Sick Leave Annuity Plan to sixty-five (65) years of age with the option of finishing the year of teaching in which they become sixty-five.
- j. The District will, beginning January 1, 1983, establish a survivor benefit program for the DPS Sick Leave Annuity Plan.
- k. Additional clarification and changes in operating procedures of the annuity plan may be made jointly by the Board and the Association and reduced to a memorandum of understanding for appropriate distribution.
- l. Any written understanding or memorandum regarding the Annuity Plan shall become a part of the sick leave annuity portion of the Agreement.
- m. In the event a retiring employee has accumulated leave in excess of 190 days, such employee may exercise the option of receiving payment as provided in Article 23-7 or may choose to have the same dollar amount applied to the annuity premium payment. An employee exercising the annuity option payment may apply any or all of accumulated leave payment to the annuity payment. Any balance shall be paid as provided in Article 23-7.
- n. At the time of retirement, any teacher who is eligible for and does not elect to participate in the sick leave annuity program will be paid at the rate of thirty dollars (\$30.00) per day for accumulated sick leave up to and including 190 days. Any days accumulated over 190 will be reimbursed according to Article 23-7.
- o. Effective June 1, 1987, the premium payment for the sick leave annuity will be increased from \$11,340 to \$14,000.

22-3 Retirement Plan Provisions

22-3-1 Computation of Benefits: The parties agree that effective January 1, 1983 the method of calculating the retirement benefit will change from the current practice to a practice which provides for calculations to be based on the highest thirty-six (36) of the past seventy-two (72) months' salary.

22-3-2 Equal Treatment Table: Amend the DPS Pension and Benefit Plan by adding the following: "A single Equal Treatment table will be instituted to replace the separate male and female tables presently in use to determine benefits. Such changes are to be effective not later than January 1, 1983."

22-3-3 Retirement Age: The age for voluntary retirement in the Denver Public Schools Pension and Benefit Plan is age 55.

22-3-4 June Retirement: In order to insure the continuity of instruction during the school year, and to encourage retirement at the end of the school year with appropriate notice, the District and the Association agree as follows:

1. Any teacher who is eligible for retirement benefits and submits a retirement request effective the end of the school year for action by the Board of Education at its April legislative meeting shall be eligible for a severance pay stipend of \$1200 payable at the time of retirement.
2. Those who do not exercise this option of submitting their retirement request prior to April 9 shall not be eligible for this stipend.

22-4 Salary Increase Modifications

22-4-1 Class size: The class size provision agreed to in 1976 continues as a part of this Agreement. It was agreed at that time, that the salary increase due teachers on January 1, 1977, (5%), would be reduced by one (1) percent, and that the monies resulting from such reduction would be placed in the budget for 1977 and each year thereafter for the period of this Agreement, for the express purpose of relieving identifiable problems of limited duration caused by excessive class size. Appropriate guidelines and procedures for the implementation of the class size provision were established through the Professional Council in 1977 and shall be reviewed by the Professional Council during the 1982-83 school year and thereafter, as may be mutually agreed by the Association and the Board. Recommended changes shall be submitted to the Class Size Committee for discussion and implementation.

22-4-2 Dental Insurance: The dental insurance provision agreed to in 1976 continues as a part of this Agreement. It was agreed at that time, that the salary increase due teachers on January 1, 1978, (5%), would be reduced by one-half ($\frac{1}{2}$) percent, and that the monies resulting from such reduction would be used to fund dental insurance for teachers.

22-5 Regular annual increments will be granted to teachers September 1 of each year in accordance with Article 22-6.

22-5-1 Upon completion of the appropriate amount of course work, a teacher may submit the required transcripts to the Department of Personnel Services for an educational

increment (horizontal movement on the salary schedule) on February 1 or September 1 of each year and will be immediately advanced to the appropriate step on the salary schedule and paid accordingly.

- 22-6** From and after September 1, 1974, teachers deemed by their principals to be in need of appraisal shall not be eligible to receive the salary at the next highest step unless:
- a. The teacher shall have been in the full active service of the District for the preceding school year except for sick leave and other approved leaves of absence, and
 - b. The teacher's principal, or the teacher's immediate supervisor if not assigned under the supervision of a principal, shall have recommended the teacher for such advancement on the salary schedule.
- 22-6-1** No principal shall recommend a teacher for advancement on the salary schedule unless the principal shall be satisfied that the teacher's professional performance is average or above average.
- 22-6-2** The principal shall not be required to appraise every teacher every year. The appraisals shall apply only to those teachers the principal feels need to be appraised.
- 22-6-3** When, in the principal's judgment, teachers are in need of appraisal for the principal to be able to make salary recommendation, the teachers shall be notified in writing that they will be appraised according to Article 10 and Denver Public Schools Policy 1311B.
- 22-6-4** Principals shall notify a teacher no later than November 1 of each year that appraisal has shown the teacher to be below average in professional performance and in danger of non-recommendation for salary schedule advancement.
- 22-6-5** Any teacher so notified will be furnished in writing with specific areas where the principal has found the teacher deficient, to what degree the teacher is deficient in those areas, and with a planned program for improvement.
- 22-6-6** The teacher will be given until March 1 to show improvement for reappraisal for the purpose of advancement on the salary schedule. Reappraisal shall be made between March 15 and April 10.
- 22-6-7** In the event a teacher fails to receive a recommendation for advancement on the salary schedule as hereinabove provided, the teacher shall be given a written statement of the areas of performance in which improvement is necessary to qualify for a recommendation of advancement on the salary schedule for the following year.

- 22-6-8** Recommendations for advancement on the salary schedule must be filed in the office of the Director for Personnel Services no earlier than March 15 of each year and no later than April 10 of each year.
- 22-6-9** In the event a teacher fails to receive a recommendation for advancement for three consecutive years, the Board may then show cause why the Superintendent should recommend the teacher's dismissal from service with the school district and the teacher shall be entitled to a hearing thereon before a board composed of the Director of Personnel Services or the Executive Director of the department to which the teacher is assigned, a representative of the Association and a third party mutually agreed upon by the other two members of the hearing board.
- 22-6-10** Any teacher who requests such a hearing as provided for above shall have the right to be represented in such proceedings by legal counsel.
- 22-6-11** Teachers subjected to such a hearing in no way surrender their rights to due process under the "Teacher Employment, Dismissal, and Tenure Act of 1967."
- 22-7** The District and the Association shall co-sponsor an annual, personal financial planning seminar for teachers, to be held outside of the regular school day. The purpose of the seminar shall be to inform teachers of methods and strategies for developing a long-range plan of financial management and investing. A joint committee of District and Association representatives shall plan the seminar and choose a private consulting firm to present it. The District shall provide space and materials.

22-8 Teacher Education Fund

The District will set up over a period of two years a permanent fund of \$300,000 as a teacher education fund. The District will assign \$150,000 each year in 1986 and 1987 to this fund. The fund will operate as a trust fund and the interest will be available for teachers to further their education, consistent with School District objectives.

The guidelines for application and awarding scholarships will be developed by a joint committee with equal representation from the DCTA and appointments by the Superintendent, and the guidelines will be sent to the Superintendent for final approval. The guidelines will be completed and the fund will be operational by September 1, 1986.

ARTICLE 23 — Sick Leave

- 23-1** Each teacher will be entitled to sick leave with full pay for up to ten (10) school days in each year. Sick leave may be used for the teacher's own illness, illness of an immediate family member, or for the death of family members or friends. When the effective date of appointment of a teacher is before the beginning of the second semester of any year, the teacher will be given credit for the full annual sick leave allowance. When the effective date of appointment of a teacher is on or after the beginning of the second semester, the teacher will be given credit for five (5) days sick leave allowance. Unused sick leave shall be accumulated from year to year.
- 23-2** In the event of absence of a teacher for illness or accident in excess of fifteen (15) consecutive school days, the Board may require an examination by a physician, such examination to be at the Board's expense.
- 23-3** If all the accumulated sick leave of a teacher has been used, the amount of salary shall be at the rate of one-half ($\frac{1}{2}$) of the teacher's regular salary for fifteen (15) additional days. The fifteen (15) additional days at half pay shall not be cumulative from year to year.
- 23-4** Long-term substitute teachers who are assigned to duty for sixteen (16) or more consecutive school days are credited with that proportionate part of five (5) days sick leave as the remaining days in the semester are to the total days in the semester.
- 23-5** Previously accumulated sick leave days will be restored to all reappointed teachers.
- 23-6** Group health insurance provisions are covered by Articles 20-4, 20-6, and 20-7.
- 23-7** Upon retirement any sick leave in excess of 190 days (Annuity Plan) will be credited to the employee at the rate of 80% of 1/190th of the employee's current annual salary for each day over 190.
- 23-8** The District will contribute on a one time basis twenty-five percent (25%) of the total number of unused personal leave days from the school year 1984-1985 or seven hundred (700) days, whichever is greater, to fund a Sick Leave Bank to begin as of January 1, 1986. Guidelines and procedures for the use of such bank will be developed by a joint committee of the Professional Council.

ARTICLE 24 — Temporary Leaves of Absence

- 24** Teachers shall be granted, with pay, the temporary leaves enumerated in the subparts of this Article following written

application to the principal on the appropriate form. Each leave shall be considered mutually exclusive and non-accumulative unless provided otherwise. Leaves will be granted only in full or half-day increments.

- 24-1** Personal Leave: Teachers shall be entitled to two (2) days of personal leave during each school year. Teachers are encouraged but are not required to reveal the reason for a personal leave request.
- 24-1-1** It is intended that personal leave will be available only for reasons of hardship or other pressing or emergency need and not merely for personal convenience. Personal leave may not be used to extend a period of school intermission or used in conjunction with the observance of a federal holiday.
- 24-1-2** Cancellation of principal-approved leave may be made by the Director of Personnel Services on Mondays and Fridays or when it is determined that a shortfall of substitute teachers exists. Prior to the decision to cancel some or all personal leaves, the District will make every effort to limit and/or cancel District-initiated meetings on the day(s) in question that necessitate use of substitute teachers.
- 24-1-3** The Director of Personnel Services will notify the Association when it is known that sufficient emergency exists to cause cancellation of some or all personal leaves.
- 24-2** Educational Attainment Leave: Teachers shall be entitled to one (1) annual day of leave for attendance at graduation ceremonies of the teachers' immediate family. Those considered to be immediate family members are: father, mother, siblings, son, daughter, and spouse.
- 24-3** Religious Leave: Teachers shall be entitled to up to three (3) days of leave for observance of religious holidays.
- 24-4** Visitation Leave: Teachers shall be entitled to up to two (2) annual days of leave to visit other Denver schools or outside school systems for the purpose of improving instruction. Prior arrangements for this leave shall be made with the school or school system to be visited before approval is sought.
- 24-5** Legal Proceedings Leave: Teachers will be granted leave for the time necessary to make appearances in any legal proceedings connected with the teacher's employment or in any other legal proceedings in which the teacher's presence is required by subpoena or summons. The teacher shall be required to present the subpoena or summons to verify the teacher's need for absence.

- 24-6 Professional Leave:** Upon the approval of the Superintendent's designee, the District may grant permission for teachers to attend educational meetings, with pay, for up to a maximum of ten (10) days annually. Such days may, but need not, be consecutive. A record of such approved leave shall be kept on file in the Office of the Director of Personnel Services.
- 24-7 Leave Restrictions:** Principal-approved temporary leaves that meet the requirements of this article may be denied only when a shortage of substitute teachers occurs. An emergency shall be said to exist when a shortage of substitute teachers occurs. The Superintendent, or designee, will notify the Association when such periods of emergency occur. During the opening three (3) weeks of school and the closing two (2) weeks of school and during the weeks both preceding and following the change of semesters, visitation and professional leaves will not be granted except under unusual circumstances.
- 24-8 Association Leave:** The Association shall be entitled to one hundred-fifty (150) full days per year for conducting business and/or joint DPS/DCTA projects and committee assignments. The Association shall reimburse the District at the daily substitute rate of pay for each day used in excess of one hundred fifty (150) up to a combined total of two hundred-fifty (250) days.
- 24-9 Application Procedure:** Application for leaves under this article should be submitted to the principal or appropriate authority as far in advance as possible. Except in emergency cases, application for leave shall be submitted at least twenty-four (24) hours prior to the requested commencement of the leave.

ARTICLE 25 — Extended Leaves of Absence

25-1 Association Activities Leave

The Board agrees that up to three (3) teachers designated by the Association will, upon request, be granted a leave of absence for up to two (2) years, without pay, for the purpose of engaging in Association activities, local, state, or national.

- 25-1-1** Upon return from such leave, a teacher will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.
- 25-1-2** When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-2 ACTION Programs Leave

Leave for ACTION programs, VISTA and Peace Corps will be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years.

25-2-1 Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved had the teacher remained actively employed in the system during the absent period.

25-2-2 Leave for ACTION programs, VISTA and Peace Corps is for one (1) year at a time and the teacher must renew the leave for an additional year.

25-2-3 When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-3 Military Leave

Emergency military leave as provided by Colorado Revised Statutes 1973, 28-3-602, will be granted without pay to any teacher who is inducted or enlists in active military services in time of war or other emergency declared by the proper authority of the State or the United States.

25-3-1 Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved if such leave had not been taken.

25-3-2 Military leave is for one (1) year at a time and the teacher must renew the leave each year thereafter for the duration of the period of such war or other emergency.

25-3-3 When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-3-4 A military leave of up to fifteen (15) days in any calendar year without loss of pay or other benefits under the provisions of Colorado Revised Statutes 1973, 28-3-601, will be granted to any teacher who is a member of the National Guard or any other component of the military forces of the State or reserve forces of the United States and who is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law.

25-4 Maternity, Paternity and Adoption Leave

All regularly appointed, full time employees may be granted maternity leave for up to two (2) years, without pay or increment, when requested in writing. All maternity leaves granted will be in accordance with law.

- 25-4-1** Employees who become pregnant shall notify their principals or department heads in writing as soon as pregnancy has been definitely determined.
- 25-4-2** Pregnant employees may continue on active service as long as they continue to perform their job safely and efficiently. If a question of safety or medical fitness should arise, principals or department heads may require employees to consult with Denver Public School Health Services. The determination of an employee's continued ability to work safely and efficiently shall be the responsibility of Denver Public School Health Services and the employee's personal physician.
- 25-4-3** A request for maternity leave must be presented to the District at least 30 days prior to the date on which the requested leave will commence. Exceptions will be made in the event of unforeseen medical complications.
- 25-4-4** Prior to the effective date of the leave, the employee may use all or any portion of accumulated sick leave days.
- 25-4-5** The period of probation for a teacher will be extended in accordance with the length of leave of absence pursuant to the Colorado Revised Statutes 1973, 22-63-112.
- 25-4-6** When teachers have indicated in writing, at the time of application for maternity leave, that it is their desire to return, every reasonable attempt will be made to return them to their vacated assignment. The District will not be obligated to hold the teacher's vacated position open any longer than the teacher's original request of up to four semesters. The teacher will be considered as part of that school staff while on leave. The vacated position will be posted and filled for the remainder of the semester or school year(s), unless the teacher indicates they will return sooner, in which case the position will be filled on a temporary basis until the regular teacher returns.
- 25-4-6-1** Should teachers find it necessary to extend their original maternity leave, they shall indicate, in writing, the additional time needed, not less than 30 days prior to the original date of return and their position will be held as provided in 25-4-6. The total leave requested shall not exceed four semesters.
- 25-4-7** All provisions under Article 25-4, where applicable, shall apply equally in requests for paternity leave.
- 25-4-8** All provisions under Article 25-4 shall apply equally in requests for adoption leave except 25-4-2 and 25-4-4.

25-5 Family Illness Leave

A leave of absence of up to one (1) year, without pay or increment, will be granted regularly appointed teachers for the purpose of caring for a sick member of the teacher's immediate family and such leave may be extended for one year.

- 25-5-1** When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-6 Extended Personal Illness Leave

Any regularly appointed teacher whose personal illness extends beyond accumulated sick leave allowable will be granted a leave of absence of up to one (1) year without pay or increment, and such leave may be extended for one (1) year.

- 25-6-1** Request for such leave must be accompanied by a statement from a regularly licensed physician that such leave is necessary.
- 25-6-2** Request for such leave must also be approved by the Chief Medical Officer of the Department of Health Services.
- 25-6-3** Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not, to a substantially equivalent position.

25-7 Restoration of Health Leave

Regularly appointed teachers who have completed at least ten (10) years of active service in the Denver Public Schools will be granted, upon request, a one (1) year leave of absence with one-half ($\frac{1}{2}$) pay for restoration of health.

- 25-7-1** Upon return from such leave, the teacher will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.
- 25-7-2** Request for such leave must be approved by the Chief Medical Officer for the Department of Health Services.
- 25-7-3** Such leave of absence may be extended without pay or increment for an additional year.
- 25-7-4** Maternity leave and adoption leave is not covered by this Article, 25-8.
- 25-7-5** When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-8 Elective Office Leave

A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition.

25-8-1 Regularly appointed teachers who have completed at least three (3) continuous years of service will be granted a leave of absence without pay in order to run for, or serve in, public office.

25-8-2 When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-9 Travel, Study, or Research Leave

Regularly appointed teachers who have completed at least three (3) continuous years of service in the Denver Public Schools shall be granted, upon request, leaves of up to one (1) year without pay or increment for professional study, travel, or research other than those covered under Article 26, Sabbatical Leaves of Absence.

25-9-1 Such leaves may be extended up to one (1) year without pay or increment.

25-9-2 When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-10 Overseas Dependent Schools Leave

Regularly appointed teachers who have completed at least three (3) continuous years of service shall be granted leave without pay to take a position in Overseas Dependent Schools.

25-10-1 Leave will be granted for one (1) year and may be extended for one (1) additional year.

25-10-2 Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.

25-10-3 When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for one (1) full school year or for second semester.

25-11 Vocational Education Proficiency Leave

The Board agrees to grant to the vocationally qualified teachers, representatives of Business and Office Distributive Education, Home Economics, and Trades and Industry, the following considerations:

- a. Proficiency leave guaranteeing full pay for one (1) year of one hundred ninety (190) school days, provided:
 1. Proficiency leave would include work experience to upgrade teaching ability.
 2. Work experience wages to be returned to the District up to an amount of present salary.
- b. Proficiency leave incorporating half pay for one (1) year, with permission to gain work experience.

25-11-1 Upon return, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.

25-11-2 When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment providing they return from leave at the beginning of the first or second semester.

25-11-3 The District and the Association agree that the District will make every effort to ensure that all Denver Public School vocational reimbursable programs will be taught by vocationally credentialed teachers in accordance with current state regulations.

25-12 General Leaves

General leave of absence for reasons other than study, health or travel may be granted to a certificated teacher, as defined in Article 1-1, without pay, increment, or benefits when such employee identifies circumstances which may require an extended absence from the Denver Public Schools.

25-12-1 A teacher must have completed at least three continuous years of active full time service in the Denver Public schools just prior to the request for leave or have attained tenure status. A reasonable condition for extended leave not covered by other leave of absence provisions must be stated.

25-12-2 Applications for general leave of absence must be filed in the Department of Personnel Services not later than November 1 or April 1 preceding the semester of the school year for which the leave is requested, except in case of extreme emergency.

- a. General leave of absence will be for one semester or one year. Return from such leave can be only at the beginning of a semester. A general leave of absence

may be extended for one year at a time without pay or increment for up to five years.

- b. Every effort will be made to return an employee to a comparable position upon return from a general leave of absence.
- c. Time spent on a general leave of absence will not be accredited for seniority purposes.
- d. Employee benefits will not continue during the period of leave.

25-13 Additional Leave Conditions

The following conditions shall apply to all extended leaves:

- a. All requests for extended leaves of absence will be applied for and granted in writing.
- b. The time on extended leaves of absence shall not be counted in computing the probationary period required for tenure purposes.
- c. Except in unusual circumstances, or when the general leave is being used, no combination of leaves of absence shall exceed two consecutive full years.
- d. Teachers shall continue to accrue seniority in the District while on approved leaves, except that seniority shall not accrue while a teacher is on general leave.

ARTICLE 26 — Sabbatical Leaves of Absence

26-1 Sabbatical leaves of absence are granted for professional improvement upon recommendation by the Superintendent.

26-1-1 Requests for sabbatical leaves of absence must be received by the Superintendent, in writing, in such form as may be required by the Superintendent, not later than November 1 or April 1 of the year preceding the semester of the school year in which the sabbatical leave is requested, except in the case of emergencies.

26-1-2 The teacher must have completed at least five (5) consecutive, full school years in active service as a regularly appointed teacher in the District, in order to be eligible to request a sabbatical leave.

26-1-3 Teachers on sabbatical leaves of absence will be paid at one-half ($\frac{1}{2}$) of their annual salary rate.

26-1-4 Full health insurance will be provided for the teacher by the District.

26-1-5 The teacher shall agree to return to employment with the District for one (1) full year in the event of a one-half ($\frac{1}{2}$) year leave of absence, or two (2) full years in the event of a full year leave.

- 26-1-6** The teacher shall agree to notify the Office of the Superintendent for approval of any projected changes in the teacher's plan for professional improvement.
- 26-1-7** The teacher returning from a sabbatical leave of absence shall submit, to the Superintendent, a report containing transcripts of all college and university study while on leave, a description of travel, and all other items of information pertinent to an appraisal of the teacher's program.
- 26-2** Upon return from sabbatical leave, the teacher shall be placed on the appropriate step of the salary schedule as though the teacher had not been on leave.
- 26-3** A year spent on sabbatical leave will count toward the career increments as a year of active teaching service.
- 26-4** Effective June 1, 1979, a year spent on sabbatical leave will count as a year of active service for retirement, provided the teacher pays the difference between sabbatical leave retirement withholding and the full retirement amount.
- 26-5** When teachers have indicated, at the time of application for sabbatical leave, that it is their desire, every reasonable attempt will be made to return them to their vacated assignment. Such vacated positions will be posted as one (1) semester only or one (1) year only.
- 26-6** A sabbatical leave of absence may be extended, without pay or increment, for one (1) additional year.

ARTICLE 27 — The Professional Council

- 27-1** Composition: For 1989, the Professional Council shall be composed of the Executive Director of the Association, four (4) members of the Executive Committee of the Association and one (1) member to be appointed for one year by the Board of Directors and ratified by the Representative Council; the Superintendent or designee, the Assistant Superintendents of Elementary, Middle and High School Education, and two (2) persons designated by the Superintendent. For 1990, composition will be determined by the Superintendent and Association President.
- 27-2** Meetings: The Professional Council shall meet at least once a month during the school year to discuss and study subjects mutually agreed upon relating to the school system.
- 27-3** Operating Procedures: The Professional Council shall study any educational problem of common concern and seek solutions to those problems.

- 27-3-1 Subcommittees will be appointed to make reports to the Professional Council at any time. Committees shall be composed of an equal number of teachers and administrators.
- 27-3-2 The clerical expenses of the Professional Council and its subcommittees shall be paid by the Board.
- 27-3-3 Association representatives on the Professional Council shall be released from school duties for monthly meetings of the Professional Council without loss of salary whenever it is jointly decided to hold such meetings during the school day. Members of subcommittees may also be excused without loss of salary under the same conditions.
- 27-3-4 The Association shall prepare an agenda in cooperation with the Superintendent or the Superintendent's designee.
- 27-3-5 A resume of each Professional Council meeting shall be printed in the *Superintendent's Newsletter* following said meeting.
- 27-3-6 All finalized committee reports and other pertinent information will be presented to the teachers in Denver on special letterhead paper.
- 27-3-7 Recognizing the extent of this project, the Association President will be assigned to work directly with the Director of Personnel Services on this effort.
- 27-3-8 The District agrees to assign a person for up to a half-time position to work for the Professional Council under the direction of the Superintendent or designee.

27-4 Problems and Concerns for Cooperative Study

For the duration of this Agreement, the following problems and concerns will be cooperatively studied and recommended solutions will be developed for consideration and appropriate action by the administration and/or the Board:

- a. DPS substitute teacher program
 - b. Middle schools operation
 - c. Tax sheltered annuities
 - d. Teacher inservices
 - e. Student testing
 - f. Curriculum development
 - g. Other existing committees whose work remains unfinished, including standing committees such as Sick Leave Bank Approval Committee and Teacher Education Fund Committee will continue in operation.
- 27-4-1 Professional Council committees will be formed:
- 1. Site-Based Management: A Professional Council committee will be formed to review the implications,

effects and impact on faculty, school community and administration of possible site-based management models, with particular emphasis on the role of the School Building Committee.

2. Kindergarten Teachers: A Professional Council committee will be formed to review and make recommendations regarding appropriate paraprofessional assistance and parent conference time for kindergarten teachers.
3. Specialized Services: The Professional Council will explore the feasibility of a Specialized Services Committee to act in an advisory role in ongoing planning for utilization of Specialized Services personnel and shall review and make recommendations regarding the scheduling, assignment, and appraisal of specialized services personnel and the necessity and appropriateness of providing substitutes for occupational therapists and physical therapists.
4. Elementary Physical Education: A Professional Council committee shall be formed to review and make recommendations regarding the appropriate number of special education students that should be combined into larger classes for elementary physical education.
5. Remediation: A Professional Council committee will be formed to review and make recommendations regarding the Remediation System under Article 10-15.
6. Coaches: A joint committee will be established to review the evaluation, dismissal and renewal procedures for coaches and to develop procedures regarding parental complaints. The committee will be composed of an equal number of appointees of the Association and the Superintendent. The committee will report its recommendations to the Superintendent.

27-5 Other Specific Agreement Assignments

Specific Agreement assignments for Professional Council found elsewhere are:

- a. Article 2-10: Joint committee on school calendar
- b. Article 2-10: Minority teacher recruitment, hiring practices of the District, structure of Retirement Board
- c. Article 7-1-4: City-wide inservice training plans

- d. Article 7-9: Class size, flexible scheduling, maximum teaching load
- e. Article 7-9-2-2: K-3 class size
- f. Article 7-13-2: Class size relief
- g. Article 7-14: Early dismissal day guidelines
- h. Article 9-3: Use of teacher aides
- i. Article 12-3: Instructional materials
- j. Article 19-3-1: Student discipline and conduct
- k. Article 19-8-4: City-wide workshops on discipline
- l. Article 22-3-1: Class size program guidelines
- m. Article 22-7: Financial Planning Seminar
- n. Article 23-8: Sick Leave Bank
- o. Article 39-14: Reduction in force mill election
- p. Article 22-7: Teacher Education Fund
- q. Article 20-4: Prefunded health insurance

27-6 Nurses Committee: The nurses staff, having at least forty nurses, but fewer than eighty nurses, shall have a committee which consists of five nurses. Three members of the committee shall be elected by the nurses staff. Two members of the committee shall be appointed by the Association.

27-6-1 The Supervisor of Nursing and the Chief Medical Officer of Health Services shall meet at least once a month during the school year with the Nurses Committee to discuss staff operations and questions relating to the implementation of this Agreement.

27-6-2 This does not preclude participation of nurses in the School Building Committee.

27-7 Special Education Committee: There shall be a Special Education Committee of the Professional Council consisting of the Executive Director of Special Education, one (1) designated supervisor from the Department of Special Education, three (3) principals appointed by the Board, and five (5) special education members to be appointed by the Association.

27-7-1 The Special Education Committee shall meet at least once a month during the school year to consider special education concerns of both special education teachers and regular education teachers.

27-7-2 The committee shall report at least annually to the Professional Council.

27-7-3 The Professional Council may periodically charge the committee with other special concerns.

27-8 Counselors Committee: There will be a Counselors Committee of the Professional Council consisting of the Director for Counseling Services, three (3) secondary or middle school principals appointed by the Board, and three (3) full-time, endorsed counselors appointed by the Association.

27-8-1 The committee shall report at least annually to the Professional Council.

27-8-2 It shall be the responsibility of the Committee to review District practices and make recommendations regarding general problems related to the counseling role.

27-8-3 In addition to the general charges directed by the Professional Council, specific charges shall include, but not be limited to, the following:

- a. Clarify the duties and responsibilities of counselors at both the middle school and senior high school levels.
- b. Make recommendations as to staffing and schedule requirements which will provide equity in counseling programs.
- c. Identify the unique concerns of middle school counselors and make recommendations intended to strengthen the counseling program.

27-9 Social Workers and Psychologists Committee: Social Workers and Psychologists shall each have a representative committee, consisting of three (3) elected members, which will meet on a regular basis with the supervisor of their respective departments to discuss staff operations and other concerns. This does not preclude the participation of either social workers or psychologists on regular School Building Committees.

27-9-1 Representatives on either specialized services committee may be released from school duties for meetings without loss of salary when committee members and the supervisors jointly decide to hold such meeting during the school day.

ARTICLE 28 — School Building Committee

28-1 Philosophy

28-1-1 We believe that all professional educators have the basic responsibility for providing both quality education to the children and youth in the Denver Public Schools and the best educational climate within their school unit.

- 28-1-2 We believe that through the School Building Committee we can achieve the major goals of education and have a way to provide a democratic school environment where educators are free to discuss and affect change in areas of common interest and concern.
- 28-1-3 We believe that through the School Building Committee we have a way to promote and maintain unity and harmony between teachers and administrators within the local school unit.
- 28-1-4 Through mutual respect and purpose, decisions will be made to the best advantage of both administrators and teachers, and therefore, to the best interest of the students.

28-2 Operating Principles

- 28-2-1 The primary function of the School Building Committee is to discuss school operations and questions relating to the implementation of the Agreement.
- 28-2-2 The School Building Committee is not considered as a negotiating unit.
- 28-2-3 The School Building Committee and the principal are to strive to arrive at conclusions that are mutually acceptable.
- 28-2-4 The principal and the School Building Committee should be willing to discuss any item of common concern and seek to provide appropriate answers.

28-3 Structure

- 28-3-1 The School Building Committee shall be created in each school building from the faculty of that building, which may include specialized services personnel.
- 28-3-2 For faculties numbering one (1) through forty (40), the School Building Committee shall have three (3) members selected as follows:
 - a. One (1) member shall be the elected Association Representative.
 - b. Two (2) members elected for two (2) years with staggered terms.
- 28-3-3 For faculties numbering forty-one (41) through eighty (80), the School Building Committee shall have five (5) members selected as follows:
 - a. Two (2) members shall be the two (2) elected Association Representatives.

- b. Three (3) members elected for two (2) years, with staggered terms.
- 28-3-4 For faculties numbering more than (80), the School Building Committee shall have seven (7) members selected as follows:
 - a. Three (3) members shall be the three (3) elected Association Representatives.
 - b. Four (4) members elected for two (2) years, with staggered terms.
- 28-3-5 In the event an Association Representative is unavailable to serve, the Grievance Representative of the Association shall fill the position.
- 28-3-6 To insure knowledgeable people on the job in Spring and Fall, elections shall be held in January of each year.
- 28-3-7 Vacancies will be filled by election for the remainder of that term.
- 28-3-8 After 1970, all elections will be for two (2) year terms to continue carryover. This method of overlapping terms will guarantee a carryover, from year to year, of people who have worked with the principal and understand the problems.
- 28-3-9 All elections under Article 28-3 shall be conducted by the Association members within the school.
- 28-3-10 All teachers within the school shall be eligible to vote for and hold elective positions of the School Building Committee irrespective of membership in the Association.
- 28-3-11 School Building Committee members may be elected to successive terms.
- 28-3-12 Annually, the School Building Committee, with the approval of the principal, will determine if released time from supervisory or noninstructional contact duties for the School Building Committee chairperson is necessary.
 - 28-3-12-1 If such released time is determined to be necessary, the chairperson of the School Building Committee will not be assigned to any supervisory or noninstructional contact duties other than those generally associated with the management of the teacher's own classroom group(s).
 - 28-3-12-2 In cases of emergency or unusual circumstances, the School Building Committee chairperson released from such duties may be called upon to assist with super-

visory or noninstructional contact duties as might normally have been assigned.

- 28-3-12-3** It is not the intent of this article to prevent any teacher from serving as department chairperson, from serving on committees, or from accepting the responsibility of sponsoring any clubs or extracurricular activities.

28-4 Areas of Common Concern

- 28-4-1** School Building Committees have considered and made recommendations relating to the following:

- a. Internal school discipline.
- b. Inservice activities and faculty meetings.
- c. Agendas for faculty meetings.
- d. Improvements in physical facilities.
- e. Personnel considerations such as teacher aides, custodians, clerks, secretaries, etc.
- f. Procedures for more effective communications such as teacher to teacher, teachers to students, teachers and parents, teachers and administrators, etc.
- g. Student activities.
- h. Attendance of meetings outside the regular school day.
- i. Teachers' daily schedule.
- j. Bulletins, calendars, activities, etc.
- k. Staff morale.
- l. Pupil-teacher conduct codes.
- m. Improvements in the effectiveness of the Agreement, the School Building Committee and the Professional Council as related to individual school buildings.
- n. Civil disorders.

- 28-4-2** These examples in no way limit or restrict the areas of concern of the School Building Committee.

28-5 Specific Agreement Assignments

- 28-5-1** Specific Agreement assignments for the School Building Committee found elsewhere are:

- a. Article 7-1-3-2 Agendas for principal's one hour meetings
 - b. Article 7-1-4 Inservice training consultation
 - c. Article 7-3 Building meetings and evening meetings
 - d. Article 7-5-1 Shortened faculty lunch periods
 - e. Article 7-9-6 Teacher aide consultation
 - f. Article 7-14 Early dismissal day planning
 - g. Article 7-19 Procedures for patron access to schools
 - h. Article 9-5 Department chairperson considerations
 - i. Article 13-2-1 Review of job postings
 - j. Article 19-7 Discipline rule development
 - k. Article 19-8-6 Article 19 review and evaluation
 - l. Article S-1-9-7 Supervisory pay considerations
 - m. Article 44 School Improvement and Accountability Councils
- 28-5-2 With respect to inservice training as provided in Article 7-1, School Building Committees shall have advisory responsibilities for time, format and content of such training.
- 28-5-3 The School Building Committee of each school shall receive and prioritize all Class Size applications.

28-6 Meetings

- 28-6-1 The principal of each school shall meet at least once a month during the school year with the School Building Committee to discuss school operations and questions relating to the implementation of this Agreement.
- 28-6-2 The principal may have additional administrative staff from the building present at School Building Committee meetings if the principal so desires.
- 28-6-3 Additional meetings may be held at the request of either party.
- 28-6-4 Proposed changes in existing rules and procedures and new rules and procedures for each school shall be subjects for discussion at School Building Committee meetings. Such rules shall not be inconsistent with the terms of this Agreement.

28-6-5 Officers or designees of the Association or members of the central administrative staff shall be admitted to all School Building Committee meetings if they request admittance for a specific purpose.

28-6-6 All agendas for the School Building Committee meetings should be prepared jointly by the principal and the School Building Committee.

28-6-7 Results or minutes of School Building Committee meetings should be prepared jointly and the cost assumed by the District.

28-7 Training

28-7-1 Training of School Building Committee members consists of the following elements:

- a. Service on the School Building Committee.
- b. The *School Building Committee Handbook* provided for all members.
- c. An annual workshop experience for all members and principals, which shall be made available on a voluntary basis during the month of February by the Department of Personnel Services and the Association. At this workshop, consideration should be given to the variance in problems encountered by secondary and elementary schools.

ARTICLE 29 — Association President

29-1 The Board shall grant leave in one (1) year increments to the President of the Association during the President's term in office. On an annual basis, the Association shall remit to the District the amount commensurate with salary and benefit costs of employing a replacement teacher. The President shall continue to receive full salary, benefits and all other entitlements while on such leave.

29-1-1 From and after January 1, 1980, and retroactive to January 1, 1967, the positions of Association President and Class Size Chairperson shall be considered active teaching service and shall count as such for retirement and all other purposes.

29-2 The President of the Association, or the President's authorized designee, shall be allowed to visit schools. Upon arrival at any

school, the President, or the President's authorized designee, shall notify the office of the principal in order to facilitate the purpose of the visit.

- 29-3 The Association President and Class Size Chairperson shall be accorded the same return from leave privileges as provided in Article 25-1-2.

ARTICLE 30 — Use of School Facilities

- 30-1 The Association will have the right to use school buildings for meetings, without cost, as approved by the appropriate administrative office provided that such meetings do not interfere with the normal operation of the school.
- 30-1-1 Meetings of Association groups within a school shall be arranged for in advance through the office of the principal.
- 30-1-2 General Association meetings shall be arranged for by request to the Department for Facilities Use and Services, School Administration Building, on Denver Public Schools Form 075556, on or before October 1 of each school year. The Department for Facilities Use and Services should be informed of any subsequent changes in dates, times, or rooms to be used. Emergency meetings may be arranged for by contacting the Department for Facilities Use and Services at other times during the school year.
- 30-2 The Association will have the right to place notices, circulars, and other material on designated school bulletin boards and in teachers' mail boxes; and to use the school mail.
- 30-2-1 Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association.
- 30-2-2 An information copy of distributed notices, circulars, and other material shall be sent to the principal at the time of posting or distribution.
- 30-2-3 Any material of political nature which endorses or opposes a political issue or a candidate for public office may not be so distributed or posted.
- 30-2-4 When notices, circulars and other materials are distributed in each building by the Association's authorized representative, an information copy will be provided for the building principal at the time of posting or distribution.
- 30-3 Repeated violations of the above exclusive rights by an individual, group or organization will result in prompt corrective action by the Board of Education.

ARTICLE 31 — Dues Deduction

- 31-1** The Board agrees to deduct from teachers' salaries an amount to cover dues for the Association, the Colorado Education Association, and the National Education Association, according to the tenets of Article 31, and to transmit the amount so authorized to the Treasurer of the Association.
- 31-2** Employees in the bargaining unit may authorize such deduction by filing with the District Secretary, through the office of the Association, a signed and dated Denver Classroom Teachers Association Salary Deduction Authorization Form authorizing the District Treasurer to deduct from their monthly earnings, and to remit to the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the organization or organizations specified in Article 31-1 above. Such forms shall include a waiver of all right and claim against the Board, the District, and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization; and an agreement that such deductions and remittances shall continue from year to year, as so authorized, unless teachers notify the District Secretary in writing, on an appropriate form, that they desire to discontinue or to change such authorization. Upon ratification of this Agreement it will be possible to revoke the dues deduction only during June 1 through June 15 of each school year. Only revocation forms as issued by the Association office will be honored by the District.
- 31-3** The District shall withhold from the salary of all contract employees in the bargaining unit represented by DCTA a representation fee in an amount equal to the dues of the United Education Profession (DCTA/CEA/NEA). The amount of money to be withheld and transmitted to the Association shall be an amount equal to the total dues of the Association prorated on a monthly basis in accordance with Article 31-2. The following conditions for such withholding shall be in effect:
- 31-3-1** Members of the bargaining unit wishing not to pay the representation fee described above may so indicate by obtaining a revocation form provided by the DCTA. Revocation forms can be obtained only on request, in person, at the DCTA office, at other sites, or from specific building designees as appointed by the DCTA in each building. No other forms or letters will be honored by the District.
- 31-3-2** Such revocation shall be for one year at a time and may be done each year during the period February 1 to February 15. The signed revocation form shall be valid

until January 31 of the following year. Teachers hired on or before February 1 of any school year shall not be subject to automatic deduction until after the revocation period.

- 31-3-3 Not later than February 16, DCTA will hand deliver those revocation forms to Denver Public Schools Payroll Department.
- 31-3-4 The Association agrees that the Board and District will be saved harmless in any action arising from compliance with this Article.
- 31-4 If active members are absent due to sickness or leave of absence, and have no earnings due them for the month, then no deductions will be made for those teachers for that month. The Association may arrange collection of dues for that month directly with such teachers.
- 31-5 The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any teacher against the Board or the School District and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the treasurer of the Association.
- 31-6 A service charge of five cents per month per individual teacher authorization shall be retained by the School District to help defray costs of making such deduction.
- 31-7 Any regular or non-renewable contract teacher, who is a member of the Association, who resigns from the Denver Public Schools during the school year will have the full remaining balance of annual dues collected in their last salary check. Members holding substitute status will not be obligated for dues beyond their final month of employment. The salary deduction authorization form will be written so that teachers are aware of this arrangement.
- 31-8 The Board agrees to withhold the monthly Denver occupational tax, upon request of the teacher.
- 31-9 Upon the issuance of an employment contract to any member of the DCTA bargaining unit, the District will provide the new employee with a copy of the Agreement and information concerning responsibilities identified under Article 31.

ARTICLE 32 — Association Representatives

32-1 Right to Representation

The Association shall have the right to have an Association Representative, or Representatives, at each school as specified in the present Association By-Laws.

- 32-1-1** The Association Representatives shall have the right to schedule through the principal or the principal's designee, Association meetings before or after school, where such meetings do not interfere with normal teaching duties and conduct of business at the school.
- 32-1-2** Generally, the third Thursday of every month shall be reserved for voluntary Association meetings outside the school day. All other meetings will be kept to a minimum to avoid conflicts.
- 32-1-3** The Association Representative shall be given time at each faculty meeting for announcements.
- 32-1-4** Association Representatives shall have the right to carry on Association business when it does not interfere with the normal teaching responsibilities and duties of the teachers at the school.

ARTICLE 33 — Substitute Teachers and Teachers on Non-Renewable Contracts

33-1 Adequate Numbers of Substitute Teachers

- 33-1-1** A joint committee of the Professional Council shall be formed to review and make recommendations as to the DPS Substitute Teacher Program.
- 33-1-2** A written procedure shall be prepared by the committee that deals with conferences, number of people who can attend a conference, and the procedure for selection to the conference.
- 33-1-3** All teachers shall be surveyed as to possible solution to the substitute teacher shortage problem and to give lists of possible candidates to serve as substitutes.
- 33-1-4** All retired teachers from DPS will be contacted and given first preference to substitute, if available. Retired teachers from surrounding districts will be contacted for possible substituting in the DPS.
- 33-1-5** Teachers who are long term substitutes in the DPS and are given favorable evaluations will be informed they will be given opportunity to available contract positions in the DPS.

33-2 Continuing Full- and Half-day Substitutes

Full-day or half-day substitutes who have taught in excess of sixteen (16) consecutive days in one assignment in the District and have become long term substitute teachers, shall have the rights and privileges of teachers under the terms of the Agreement as specified below, for as long as they are continuously employed in that assignment.

33-2-1 Rights granted to long term substitutes are:

- a. Article 6: Grievance Procedure.
- b. Article 7: Teaching Hours and Teaching Load with the exception of Article 7-7.
- c. Article 9: Non-Teaching Duties.
- d. Article 11: Teacher Files.
- e. Article 12: Instructional Materials.
- f. Article 14: Summer School and Evening School (Articles 14-1-5 and 14-2-5 only).
- g. Article 16: Teacher Facilities.
- h. Article 17: Personal Injury.
- i. Article 18: Teacher Protection From Assaults.
- j. Article 19: Student Conduct and Discipline.
- k. Article 20-3: Liability.
- l. Article 22: Salaries as provided in Schedule 1, S-1-4.
- m. Article 23: Sick leave as in Article 23-4.
- n. Article 31: Dues Deduction.
- o. Article 33: Substitute Teachers and Teachers on Non-Renewable Contracts.
- p. Article 34: Professional Behavior.
- q. Article 35: Academic Freedom.
- r. Article 36: Controversial Issues.
- s. Article 42: Middle Schools.

33-2-2 Commencing September 1, 1972, long term substitute teachers who are awarded a Denver Public Schools contract after September 1, 1972, will have their permanent supply time counted toward the salary schedule on the following basis:

- a. If the continuous time worked as a long term substitute is one (1) semester to one (1) year, placement on the salary schedule shall be step two (2).
- b. A teacher who teaches as a long term substitute continuously for the second semester of a school year will be placed on step two (2) of the salary schedule if appointed the following September.
- c. A teacher who teaches as a long term substitute the first semester of a school year and is appointed in January will not be placed on step two (2) until the following September.

33-2-3 Long term substitute teachers may participate in any or all of the fringe benefits provided by the Board to teachers, on an optional basis, but paying the cost of individual coverage themselves at no expense to the District.

33-3 Teachers serving on non-renewable contracts shall have appropriate rights under the Agreement as regular contract teachers.

33-3-1 Teachers with a non-renewable contract who are dismissed or not re-employed may request the reasons in writing in accordance with Article 10-9.

33-3-2 Teachers who have completed 1 to 3 years of successful teaching experience as nonrenewable contract teachers in the Denver Public Schools should be given first opportunity for regular contracts as they become available, provided they are qualified for the positions.

ARTICLE 34 — Professional Behavior

34-1 Compliance with Rules

Teachers are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may refuse to carry out an order which reasonably threatens the teacher's physical safety.

34-2 Ethical Problems

The Board and the Association recognize that the National Education Association's *Code of Ethics of the Education Profession*, adopted July, 1975, is considered by the Association to define acceptable criteria of professional behavior for all personnel represented by the Association.

34-2-1 The Association shall deal with ethical problems in accordance with the terms of such *Code of Ethics of the Education Profession*.

34-3 Association to Treat Abuses

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building.

34-3-1 Alleged breaches of discipline of the *Code of Ethics of the Education Profession* shall be promptly reported to the offending teacher and to the Association.

34-3-2 The Association will use its best efforts to correct breaches of professional behavior by any teacher, and, in appropriate cases, may institute proceedings against the offending teacher.

34-4 Right to Representation

The Board and Association agree that teachers may be provided with representation.

34-4-1 Teachers shall be entitled to have representation of the Association when action is to be taken for non-compliance with rules, regulations, and directions adopted by the Board or its representatives.

34-4-2 It shall be the responsibility of the principal or immediate supervisor to notify the Association under the following conditions:

- a. In any meeting where the involvement of parents or other outside parties would likely escalate into an confrontive or abusive situation against the teacher.
- b. In any instance where teachers feel that it would be contrary to their rights to be unrepresented.
- c. Association representation will also be provided when requested by the teacher.

34-4-3 When a request for such representation is made, the Association will make every reasonable effort to provide it within twenty-four (24) hours, and in no case longer than five (5) school days. No action will be taken during this five (5) day period unless such representation is present.

34-4-4 Nothing in the above Article 34-4 shall limit the Board from taking appropriate legal action.

34-5 Appropriate Communication Channels

Teachers recognize the Agreement provides for them appropriate channels of communication for grievances and suggested changes in policies. Teachers are encouraged to use these channels of communication. These channels are:

- a. Normal administrative channels.
- b. Grievance procedures.
- c. School Building Committees.
- d. Association Representatives.
- e. Professional Council.
- f. Negotiations.

34-5-1 The District will apprise the Association of the administrator who will serve in an employee relations role to the Association.

34-6 Staff Morale

The Board and Association recognize and affirm the extreme importance of good staff morale to the instructional and operational program of a school. Both parties agree, therefore, that professional behavior and practices commensurate with this position shall become a pattern for intra-staff relationships.

- 34-7 The Association and the Denver Public Schools will annually co-sponsor a professional growth workshop. The workshop will be coordinated by the Division of Education. All costs will be shared and, if at all possible, inservice credit will be provided for the workshop.
- 34-8 In order to ensure teacher involvement and input in District planning and program development, the District will make every effort to publish, on a regular basis, openings on DPS standing committees and, where possible, ad hoc committees. Teachers should submit a letter indicating their interest in and qualifications for a specific committee assignment. The Superintendent or his designee will consider all applicants in making committee appointments.

ARTICLE 35 — Academic Freedom

35-1 General Principles

- 35-1-1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights.
- 35-1-2 Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society as set forth in the Constitution of the United States and of the State of Colorado.
- 35-1-3 The final responsibility in the determination of the above rests by law with the Board.

ARTICLE 36 — Controversial Issues

36-1 General Principles

- 36-1-1 For the purposes of this Agreement, controversial issues are defined as those problems, subjects, or questions about which there are significant differences of opinion, for which there are no easy resolutions, and discussions of which generally create strong feelings among people.
- 36-1-2 Although there may be disagreement over what the facts are and what they mean, subjects usually become controversial issues because of differences in the values people use in applying the facts.
- 36-1-3 Controversy is inherent in the democratic way of life. It is essential, therefore, that the study and discussion of controversial issues have an important place in education for citizenship in a free society.

36-1-4 Students can develop into free citizens with informed loyalty to democracy only through the process of examining evidence, facts, and differing viewpoints; through the exercise of freedom of thought and moral choice; and through the making of responsible decisions. These procedures are as characteristic of, and essential to, a free society as authoritarian indoctrination is to totalitarianism.

36-2 Student Rights and Responsibilities

36-2-1 Students have the right and need, under competent guidance and instruction, to study issues appropriate to their interests, experiences and abilities.

36-2-2 Students must have access to relevant information, and they have the obligation to examine carefully all sides of an issue.

36-2-3 Students have the right to form and express their own points of view and opinions without jeopardizing their positions in the classroom or in the school.

36-3 Teacher Rights and Responsibilities

36-3-1 Teachers have the right and obligation to teach about controversial issues.

36-3-2 Teachers have the responsibility to select issues for study and discussion which contribute to the attainment of course objectives, and to make available to students materials concerning the various aspects of the issues.

36-3-3 Teachers have the obligation to be as objective as possible and to present fairly the several sides of an issue.

36-3-4 Although teachers have the right to express their own viewpoints and opinions, they do not have the right to indoctrinate students to their views.

ARTICLE 37 — Political Rights

37-1 Affirmation of Rights

37-1-1 The Board affirms the principles that teachers have the full rights and responsibilities of citizenship, and that a teacher's private life and activities are not an appropriate concern of the Board except to the extent that they detract from the effective accomplishment of the teacher's professional duties or are grounds for dismissal under the Teacher Employment, Dismissal and Tenure Act, Colorado Revised Statutes 1973, 22-63.

37-1-2 The Board recognizes that teachers, as citizens, have the privileges and responsibilities of voting, and, if chosen, of serving as jurors.

- 37-1-3** Teachers will receive their full salary during the period of their service as jurors on the condition that they promptly remit to the Board an amount equal to the compensation paid to them for such service.
- 37-1-4** Teachers have the right, except as otherwise provided by law, to engage in political activity; to campaign in behalf of candidates for public office; and to themselves seek, campaign for, and hold public office. However, these activities must be conducted outside school hours. Leaves of absence will be granted under the circumstances set forth in Article 25-8.

ARTICLE 38 — Instruction and Curriculum Committees

38-1 Teacher Involvement

The presently operating instruction and curriculum committee system is democratic and efficient because it involves teachers at all levels and subject areas.

38-2 Elections and Appointments

The Board and the Association recognize the value of appointing and electing teachers to all current curriculum and instruction committees.

38-2-1 The Board therefore recognizes the right of the elected negotiating representative for Denver teachers to appoint one (1) member for each curriculum committee, instruction committee and for the Affirmative Action Advisory Committee as established by the Denver Public Schools.

38-2-2 The present system of electing and appointing the remaining composition of each committee will continue.

38-2-3 This elected and appointed structure will allow all representation on curriculum and instruction committees and the Affirmative Action Advisory Committee to be answerable to the total teaching staff including the exclusive, elected representative of all Denver teachers, as recognized by the Board.

38-3 Instructional programs new to the Denver Public Schools shall not be implemented before such programs have gone through the following steps:

- a. The designer or writer of the program shall present a tentative plan to the curriculum committee under whose area the program would fall.
- b. Input will then be sought by the designer and the committee. Details of the tentative program plan will be released to all schools for reaction and suggestions.
- c. The finalized design will be presented to and approved by the committee.

- d. When feasible, the program will be field-tested on a limited basis for at least one year prior to adoption for use in all schools.

38-4 The Association will appoint one representative to the kindergarten committee in accordance with Article 38-2-1.

ARTICLE 39 — Reduction in Force

39-1 The Board shall continue its policy as provided in Article 2-1, (nondiscrimination) except that this provision shall not be construed to prevent the implementation of the Affirmative Action principles embodied in this Article.

39-2 If the Board anticipates a reduction in staff it shall, prior to formal action, commission the Director of Personnel Services to consult with representatives of the Association for the purpose of relevant discussion. During such discussions the Director of Personnel Services will provide information relative to the number, kind, and reason for anticipated staff reductions.

- a. The District's Affirmative Action Plan as approved by the U.S. District Court shall be followed wherever applicable.
- b. Normal attrition shall be considered prior to any staff reductions.

39-3 Upon final decision that a reduction in force will occur, the Board shall provide the Association with data relative to the status of each bargaining unit employee to be affected. Such data shall include the name, certification and endorsement information, and District seniority status of the employee.

39-4 In the event it becomes necessary to reduce the number of professional staff positions through cancellation of employment contracts in a given subject area, field, or program, the Board shall determine the order of cancellation of employment contracts which may be made only at the end of each semester and in accordance with the provisions of this Article and the Colorado Revised Statutes. The Board shall provide thirty (30) days written notification to the teachers affected.

39-5 Upon the written request of the staff member identified for reduction, the Administration shall investigate all possible assignments for which the staff member is certified and endorsed as provided in Article 13-5 and for which District seniority entitles said member to be reassigned. If District seniority, certification and endorsement are in accord, the staff member shall be reassigned to another position for which qualified.

39-6 All staff members subject to cancellation of employment contract shall not lose their prorated fringe benefits or salary afforded them under this Agreement. Neither shall other in-

dividual or supplemental employment opportunities or contracts be denied or negated.

- 39-7** Any staff member on cancellation of employment contract status shall be recalled in inverse order of cancellation of employment contract provided said member is certified and endorsed for the vacancy. Should such recalled employee not accept the assignment offered within ten calendar days of the postmark date of the recall notice the position shall be offered to the next most senior employee who is certified, endorsed or qualified for the vacant position.
- 39-8** No new staff members shall be employed by the Board so long as there remain employees of the District whose contracts have been cancelled unless those employees do not have the proper certification, endorsement and qualifications to fill vacancies which may occur.
- 39-8-1** The terms "certified" and "endorsed" shall be defined in accordance with the Colorado Department of Education and the North Central Association of Colleges and Schools.
- 39-9** The Board shall give written notice of recall from cancellation of employment contract by sending a registered or certified letter to said staff member at the last known permanent address as soon as practicable. It shall be the responsibility of each staff member to notify the Board of any change in address. The liability of the District to recall employees whose employment contracts have been cancelled shall terminate if the employee does not accept reemployment.
- 39-10** The cancellation of contract due to reduction in force shall be considered an approved leave of absence without pay and will not affect any benefits previously earned and accrued prior to the layoff. When reemployed, all accrued benefits including tenure credits shall be restored. The member will be placed on the salary schedule as though employment had not been interrupted, except that the General Leave shall not apply. Any employee whose employment contract has been cancelled and who subsequently chooses to voluntarily terminate all service and connection with the District shall, by such voluntary termination action, forfeit all rights to recall and benefits described herein.
- 39-11 Reductions in Personnel**
- 39-11-1** Cancellation of an employment contract shall be defined as a necessary reduction in the work force due to decreased student enrollment, shortage of revenue, or as otherwise provided in Colorado Revised Statutes 22-63-112(3).

- 39-11-2** Seniority shall be defined as the total number of years/ months/days of active District service in a professional staff position beginning with the original date of employment, including all approved leaves, except that General Leave shall not apply. All previous long-term substitute service which is recognized for contract salary purposes and which preceded first awardance of a full-time contract shall also be recognized for purposes of seniority.
- 39-11-3** Subject to the requirements of the District's Affirmative Action Plan, teachers in a particular endorsement area will be reduced in the following order.
- a. First year of employment.
 - b. Second year of employment.
 - c. Third year of employment.
 - d. Tenure.
- If seniority is equal, the tie shall be eliminated using the following in descending order. The tie shall be broken at the point one staff member shall prevail:
- a. The date of the original contract in a professional staff capacity, as defined in Article 39-11-2.
 - b. Most full-time Denver Public School contract experience in the subject area or program to be reduced.
 - c. Most semester course hours in the subject area or program to be reduced.
 - d. Highest degree held.
- 39-12** Whenever possible, and in keeping with court ordered Affirmative Action programs, seniority shall be used for all staff reduction.
- 39-13** Should transfer of retained staff members be necessitated as a result of employment contract cancellation, the provisions of Article 13 shall apply.
- 39-14** If reductions are to be made the Professional Council will make a study and recommendation concerning a possible mill election to provide necessary funds if allowed by law.

ARTICLE 40 — Personal Health Problems

- 40-1** Teachers who experience personal health problems such as alcoholism, drug abuse, depression, stress or similar illness, may be referred, through the Denver Public Schools Department of Health Services, to the appropriate health agency or private physician, on a voluntary basis.
- 40-1-1** All such agencies shall agree to maintain confidentiality unless the employee authorizes release of information to to the District.

- 40-2 Confidentiality and the traditional doctor-patient relationship will be respected at all times by District employees.
- 40-3 The District shall make available to each teacher, on a yearly basis, a comprehensive listing of self-help programs, mental health centers and other treatment facilities.

ARTICLE 41 — Emergency School Closings

- 41-1 When weather conditions constitute a danger sufficient to require the closing of schools, the following procedure shall be followed:
 - a. If the conditions exist prior to the normal school opening time, teachers shall be notified, as early as possible, by public media or direct contact and shall not be required to report to work.
 - b. If the conditions require closing during the school day, teachers shall be dismissed to return home as soon as possible after students are dismissed.
- 41-2 When weather conditions are such that schools will be open, but some professional staff or students are not able to attend because of the severity of conditions in their locale, the following procedure shall be followed:
 - a. As soon as possible, teachers affected shall notify the principal of their inability to attend school that day.
 - b. Professional staff who cannot attend school because of weather conditions or other emergencies will have deducted from their personal leave, if available, or sick leave if personal leave is not available, the day or days they were unable to attend their assignment. All teacher absences under this Article are subject to review by the school building level administrator.
 - c. All student absences on such days will be excused.

ARTICLE 42 — Middle Schools

42-1 Definitions

- 42-1-1 The term "interdisciplinary team" as used in this Agreement shall refer to those teachers assigned to a team from the academic areas which include, but are not limited to, mathematics, social studies, science, and language arts.
- 42-1-2 The term "exploratory team" as used in this Agreement shall refer to those teachers in the expressive and practical arts who share the same group of students. The terms "exploratory" and/or "elective teachers" will refer to those middle school teachers who are not assigned to interdisciplinary teams.

42-1-3 The term "home base unit" as used in this Agreement shall refer to a core group of students who share the same interdisciplinary team of teachers.

42-1-4 The term "middle school" as used in this Agreement shall refer to the school established for the seventh and eighth grades which is designed to meet the needs of early adolescent students and to serve for them as a transitional period between elementary school and high school.

42-2 Interdisciplinary Team Formation

42-2-1 The principal and School Building Committee shall jointly develop a specific, written procedure for assigning teachers to interdisciplinary teams. Such procedure shall be subject to the approval of the principal and shall include a teacher preference form.

42-2-2 This procedure enables the principal to consider at least teacher preparation, experience, expertise and interpersonal compatibilities when making interdisciplinary team assignments. Article 8-5-1 shall not apply as interdisciplinary teams are formed by the principal.

42-2-3 When interdisciplinary team vacancies occur, teachers will have the opportunity to bid for them according to the provisions of Article 8-5-1.

42-2-4 Middle school interdisciplinary teams should be provided the opportunity, if they mutually agree, to remain intact as a team from one school year to the next, unless unusual conditions or circumstances should prevail.

42-3 Teacher Schedules

42-3-1 In middle schools, a class assignment beyond the accepted and desirable formal teaching load of two hundred thirty-five (235) minutes may be scheduled with the concurrence of the involved teacher.

42-3-2 The District will make every effort to reduce nonteaching duties for all middle school teachers.

42-3-3 The entire middle school faculty lunch period may be shortened by mutual agreement of the principal and the School Building Committee to accommodate school schedules having varying blocks of time. Such shortened lunch periods shall be compensated for by an equivalent early dismissal time.

42-3-4 Middle school team leaders will assist in determining the assignment of classes to members of their teams or home base units after the master schedule has been constructed. Middle school team leaders will submit a pre-

liminary class assignment schedule to members of their team for their information and suggestions. Information and materials should be given and suggestions made at regularly scheduled middle school team meetings.

- 42-3-5** Interdisciplinary teams shall normally be composed of four (4) core area teachers assigned full-time to the team. Each four (4) teacher team (home base unit) should have a maximum of one hundred and twenty (120) students.

When necessary, teams may be composed of five (5) core area teachers with a maximum of one hundred and fifty (150) students.

Teams composed of two (2) or three (3) teachers with a maximum of sixty (60) or ninety (90) student respectively, may be formed for educationally sound reasons after consultation with the teachers to be assigned to the affected team.

42-4 Planning Periods

- 42-4-1** Middle school teachers shall have an individual planning period each day, equal in time to the length of that school's scheduled elective periods except when emergencies or unusual scheduling circumstances, such as advisement, special interest or intramurals, make it necessary to alter the schedule. Each regularly scheduled planning period shall be for approximately forty minutes.

- 42-4-2** Interdisciplinary team teachers in middle schools shall have an amount of time equal to one-half of that school's elective period that day for the express purpose of team planning. Such team planning time shall be in addition to individual planning periods for middle school teachers. It is understood that team planning time shall not necessitate an extension of the school day.

- 42-4-3** Where possible, each middle school interdisciplinary team leader will be provided additional time during the school day for the express purpose of fulfilling the duties of team leader. If additional time is provided, such time shall be in lieu of an assigned supervision responsibility.

42-5 Staffing of Middle Schools

- 42-5-1** The District agrees to make every effort to maintain the Student Advisor Program in the middle school. Teachers will be able to receive administrative assistance with special discipline problems. There will be a central office provision in each school for the handling of students exhibiting disruptive behavior.

- 42-5-2 The District will make every reasonable effort to staff each middle school with one (1) full-time certificated counselor for the equivalent of each two (2) full home base units within the school. The District will make every effort to provide additional counseling assignments as needed.
- 42-5-3 The District agrees to make every reasonable effort to provide for the continuity of the music program in the Middle Schools.
- 42-5-4 The District agrees to make every reasonable effort to staff each Middle School IMC with a full-time person who holds a Master's Degree in either Library Science or Instructional Media.

42-6 Team Leader Considerations

- 42-6-1 Middle school team leaders shall be elected or chosen by each middle school team subject to the approval of the principal. It is strongly suggested that each team member shall have an opportunity to serve as team leader during the school year. Middle school teams, with the concurrence of the principal, shall decide on the appointment and length of service of the team leader.
- 42-6-2 Middle school department chairpersons and/or team leaders will be informed of budgetary allotments for their elective areas and/or interdisciplinary teams in the areas of instructional material and equipment. They will be called upon to assist in the allocation of these funds.
- 42-6-3 Middle school interdisciplinary teams and/or interdisciplinary team leaders shall meet at the beginning of each school year, and at other times throughout the year as may be necessary, to discuss interteam relationships, interteam responsibilities and school expectations for their specific interdisciplinary teams.

ARTICLE 43 — Job Sharing

- 43-1 Job Sharing shall be defined as the occupation of a single staff position by two (2) tenured teachers with each assignment being half-time for the entire contractual work year, or as the occupation of a one-half ($\frac{1}{2}$) time position by one (1) tenured teacher having no other assignment. No half-time position shall be designated as Job Sharing except upon the written request of the teacher.
- 43-1-1 Entry into the Job Sharing program shall be voluntary and at the written request of the teacher.
- 43-1-2 Participation shall be limited to fifty (50) teachers unless mutually agreed to by the District and the Association.

- 43-1-3** Only regular contract teachers who are not under formal appraisal as defined in Article 10 will be considered for a Job Sharing position.
- 43-1-4** Each Job Sharing arrangement shall be for one school year and the teacher may request to continue in the program following approved procedures.
- 43-2** Teachers interested in initiating a Job Sharing agreement shall develop a proposal describing how they would share a job. Such proposals shall include:
- a. A working schedule based on a.m. or p.m. assignments for four (4) hours each day, six-week/grading period alternative teaching schedules, alternating semesters, or alternating days.
 - b. Verification that the classroom philosophy of the teachers involved is mutually acceptable and consistent.
 - c. Assurance that individual curricular strengths and interests of the participants are being used adequately.
 - d. A general plan which explains tasks, classroom schedules and curriculum.
 - e. A plan for establishing a reliable way of communicating with each other, students, staff, and parents.
- 43-2-1** The teacher(s) will submit the completed proposal to the principal and the Director of Personnel Services by March 15. After a common interview with the teacher(s) and the principal, a recommendation will be made by the Department of Personnel Services to grant or deny the proposal by April 1.
- 43-2-2** Teachers unable to make arrangements for a Job Sharing position prior to April 1, may submit by April 15, a letter to the Director of Personnel Services indicating an interest in being placed in such a position.
- 43-2-2-1** The Department of Personnel Services will attempt to place teachers interested in Job Sharing in one-half ($\frac{1}{2}$) time positions and to pair similarly qualified teachers requesting Job Sharing in full-time positions.
- 43-2-2-2** Such requests shall be considered as voluntary transfer requests as in Article 13-2-6-1 a. 5.
- 43-2-2-3** Teachers will be notified of possible placement August 1.
- 43-3** If a grade level or department which includes a Job Sharing position must be reduced, the Job Sharing position will be reduced first.
- 43-3-1** Teachers who had held a continuing assignment in the building prior to the Job Sharing assignment will retain

all bidding rights in the building according to Article 13 as a member of the Job Sharing grade level or department.

- 43-3-2 Teachers not having held a continuing assignment in the building prior to the Job Sharing assignment will have the right to bid on any vacancies in that building as in Article 13-2-2.
- 43-3-3 If a one-half ($\frac{1}{2}$) time position filled by a Job Sharing teacher is expanded to a full-time position, the Job Sharing teacher shall have equal bidding status with other qualified teachers in the building in accordance with Article 8-5.
- 43-4 Job Sharing teachers shall receive one-half ($\frac{1}{2}$) of the salary afforded full-time employees under the current indexed salary schedule and one-half ($\frac{1}{2}$) of the current sick leave entitlement.
- 43-4-1 In accordance with Article 24 of the Agreement, temporary leave shall be granted at one-half ($\frac{1}{2}$) the rate afforded full-time employees.
- 43-4-2 The Board of Education will pay one-half ($\frac{1}{2}$) of the premiums for dental, vision, and health insurance afforded full-time employees.
- 43-4-3 For purposes of seniority accrual as identified in other appropriate articles of this Agreement, each Job Sharing teacher will be credited with one-half ($\frac{1}{2}$) year of service for each year spent in Job Sharing.
- 43-4-4 For purposes of retirement credit, each job sharing teacher will be credited with one-half ($\frac{1}{2}$) year of accrued service.
- 43-4-5 Where possible and by mutual agreement, the participants will serve as substitutes for each other when necessary at the established per diem substitute rate.
- 43-5 Job Sharing teachers shall be guaranteed all rights under this Agreement, except that for those teachers who choose to teach on a one-half ($\frac{1}{2}$) day basis, Articles 7-5, 7-6, and 7-7 may not apply.

ARTICLE 44 — School Improvement and Accountability Council

- 44-1 The Board and Association recognize the value and importance of the School Improvement and Accountability Council. It is further recognized that the functions of the Councils will be enhanced by a clear understanding of their function and a minimization of any threat which may be perceived by teachers. Therefore, the following provisions will serve as

minimum guarantees to govern the interaction among the building employees, the building administration and the School Improvement and Accountability Council.

- 44-2 To the greatest extent possible, the functions and activities of the School Improvement and Accountability Council shall be made the subject of discussion for, and brought to the awareness of, the School Building Committee. Where feasible the School Building Committee should have a representative on the School Improvement and Accountability Council.
- 44-3 Monitoring of teacher activities shall take place through the negotiated channels and procedures available to principals.
- 44-4 The performance appraisal of employees is a function of the administration based on the authority of the Board. The accountability process and Councils will not conflict with provisions of the Agreement nor use non-District personnel to monitor individual employees.
- 44-5 Actions affecting the employment status of employees will be initiated and pursued in the manner prescribed by the appropriate Articles in the Agreement. (See Articles 10-13-34-35-37-38-39.)
- 44-6 Lesson plans, unit plans, or other appraisable activities shall not be required beyond those called for in Article 9-6 of this Agreement.

SCHEDULE I

S-1 The amounts in S-1-1 through S-1-6 may change effective January 1, 1990 as the salary schedule is modified.

Compensation of teachers being paid by month, day, or hour shall be based on the following formula and amounts:

S-1-1 Curriculum development assignments

Effective January 1, 1989\$20.11 per hour

Divide the Master's annual salary at midpoint on the schedule by the number of contract days (190) in the regular school year for contract teachers and further divide by the number of hours (7¼) in a contract teacher's day.

S-1-2 Summer and Evening school teaching

Effective January 1, 1989\$20.11 per hour

Divide the Master's annual salary at midpoint on the schedule by the number of contract days (190) in the regular school year for contract teachers and further divide by the number of hours (7¼) in a contract teacher's day.

S-1-3 Inservice Education

Effective January 1, 1989\$13.07 per hour

Sixty-five (65) percent of the rate paid for curriculum development assignments.

S-1-4 Long term substitute teachers

Effective January 1, 1989\$94.97 per day

Divide the beginning Baccalaureate salary by the number of contract days (190) in the regular school year for a contract teacher.

S-1-5 Teachers for homebound children

Effective January 1, 1989\$20.11 per hour

Divide the Master's annual salary at midpoint on the schedule by the number of contract days (190) in the regular school year for contract teachers and further divide by the number of hours (7¼) in a contract teacher's day.

S-1-6 Extracurricular activities

Athletic coaches and band, dramatics, forensics, dance, instrumental, vocal, and choir directors receive their regular salaries as teachers plus an extra stipend for extra activities.* The District will compensate coaches whose teams participate in post-season play by multiplying the number of days of post-season training and play by that coach's daily rate of pay.

TABLE 1*

Effective January 1, 1989

To compute the activity salary, divide the beginning Baccalaureate salary (A.B., step one) by 10, then multiply by the index number of the particular activity.

To compute the salary per month, divide the activity salary by either 3 or 9, as is specified below at the asterisk.

Activity —	New Index	Activity Salary	Salary per Month
•Forensics director —			
senior high	1.60	\$2,887.05	\$320.80
•Choir director —			
senior high	1.45	2,616.40	290.70
•Band director —			
senior high	1.45	2,616.40	290.70
•Dramatics director	1.45	2,616.40	290.70
•Dance director	1.45	2,616.40	290.70
Head basketball coach	1.25	2,255.50	751.80
Head football coach	1.25	2,255.50	751.80
Head wrestling coach	1.125	2,029.95	676.65
Head baseball coach	1.075	1,939.75	646.60
Head softball coach	1.075	1,939.75	646.60
Head track coach	1.075	1,939.75	646.60
Head golf coach	1.05	1,894.60	631.50
Head tennis coach	1.05	1,894.60	631.50
Head swimming coach	1.05	1,894.60	631.50
Head cross country coach	1.05	1,894.60	631.50
Head gymnastics coach	1.05	1,894.60	631.50
Head soccer coach	1.05	1,894.60	631.50
Head volleyball coach	1.05	1,894.60	631.50
Assistant basketball coach	1.05	1,894.60	631.50
Assistant football coach	1.05	1,894.60	631.50
Assistant wrestling coach	1.00	1,804.40	601.45
Assistant baseball coach	0.95	1,714.20	571.40
Assistant softball coach	0.95	1,714.20	571.40
Assistant track coach	0.95	1,714.20	571.40
Assistant swimming coach	0.95	1,714.20	571.40
Assistant gymnastics coach	0.95	1,714.20	571.40
Assistant soccer coach	0.95	1,714.20	571.40
Assistant volleyball coach	0.95	1,714.20	571.40

•Band, dramatics, forensics, dance, and choir directors are compensated for nine (9) months. All other positions are compensated for three (3) months.

S-1-6-1 Effective January 1, 1989, those teachers who sign a written commitment (Coach-Approval Form) to perform coaching responsibilities and who have completed five (5) consecutive years in the same sport, position and level of the Denver Public Schools (Example — head coach — football) will receive a one-time stipend for the fifth through the ninth (5th - 9th) years as follows:

Head Coach	\$400.00
Assistant Coach	\$250.00

Effective January 1, 1989, those teachers/coaches who sign a written commitment (Coach-Approval Form) to perform coaching responsibilities and who have completed ten (10) years or more in the same sport, position and level for the Denver Public Schools, will receive a one-time stipend as follows:

Head Coach	\$500.00
Assistant Coach	\$350.00

Coaches with ten (10) or more years of service are eligible for one longevity stipend only.

S-1-6-2 The parties further agree that hereafter the DPS Coaches Association shall name one representative to the District Athletic Board of Control; such representative is to be a voting member of said board.

S-1-7 Middle School Directors

The following people will be paid on the basis of units of work done and cards filled out monthly and approved by the principal. A maximum amount is included for these:

- a. Middle school Dramatics Directors with a maximum of \$170 per play and a maximum of \$340 per year.
- b. Middle school Forensics Directors with a maximum of \$70 per meet and a maximum of \$420 per year.
- c. Middle school Vocal Directors with a maximum of \$170 per concert or performance and a maximum of \$510 per year.
- d. Elementary and middle school Instrumental Directors with a maximum of \$170 per concert or performance and a maximum of \$510 per year.

S-1-8 Stage managers and Pep Club sponsors

Senior high stage managers and pep club sponsor will be paid on an hourly basis at the hourly curriculum rate. Time cards are to be filled out monthly and approved by the principal. The maximum amount earned shall not exceed one hundred (100) hours per year per building.

S-1-9 Secondary school after school supervision

After school supervision of dances, plays, etc., should be compensated at the rate of fifteen dollars for afternoon events and twenty-five dollars for evening events. A higher rate of pay may be agreed upon if needed.

S-1-9-1 The total appropriation will be \$50,000 for all senior high and \$30,000 for all middle schools, making a grand total of \$80,000.

S-1-9-2 A joint study committee of the Professional Council will develop recommended guidelines and procedural suggestions for the use and distribution of these funds prior to September 1, 1970.

S-1-9-3 Teachers who volunteer as club or activity sponsors and who are not compensated for such activities will be given priority in paid supervision assignments if they desire.

S-1-9-4 No teacher shall be required to supervise activities outside the normal school day.

S-1-9-5 Nothing herein shall preclude the right of teachers to volunteer for any activity of their own choice within their own school.

S-1-9-6 Principals have the right to ask other teachers and other appropriate personnel to supervise activities for compensation if they are unable to secure enough teachers from their own building.

S-1-9-7 Principals, after consulting with the School Building Committee, should establish the school calendar of activities and should determine which activities will be held and how many persons are necessary to supervise these functions. It shall be the function of the School Building Committee and the principal to determine fund dispersal resulting from the allocations under this article.

S-1-10 Elementary school after school supervision

Elementary teachers will be compensated for appropriate activities similar to those in the secondary and middle schools. Funding, to be placed in the Denver Public Schools budget for each school, shall be according to the following:

- a. Elementary Instrumental Directors shall receive the amounts designated in Article S-1-7 d per concert. Such amount shall, when paid, be charged to the DPS account provided for this purpose and shall not be charged to individual schools.
- b. Elementary Vocal Directors shall be compensated at the rate of \$60.00 per concert or performance not to exceed a maximum of \$120.00 per year. Such compensation is to be paid from the established elementary after-school supervision account as provided below.
- c. Schools with twenty (20) or fewer teachers shall receive \$450.00 per year.
- d. Schools with more than twenty (20) teachers but fewer than forty-one (41) shall receive \$600.00 per year.
- e. Schools with more than forty (40) teachers shall receive \$700.00 per year.

S-1-11 Restrictions for compensated supervision

The categories in S-1-9 and S-1-10 are in addition to currently paid activities such as:

- a. Before and after school lab time.
- b. After school study halls.
- c. Library resources.
- d. Seminars.
- e. Curriculum development.
- f. Workshops.
- g. High School athletics.
- h. After school recreation.
- i. Evening vocational teachers.
- j. Critic teachers, programmers, evaluators.
- k. Noon hour aides.
- l. All other teacher aides.

S-1-12 Paid class coverage

The Board agrees to pay teachers to cover assignments for other teachers when the principal has determined through the Substitute Teacher Office that no substitutes are available.

- S-1-12-1 The amount paid the teacher or teachers covering the assignment would be prorated at the rate of fifteen (15) dollars per hour.
- S-1-12-2 The teacher's school day may be extended an appropriate amount of time.
- S-1-12-3 Teachers may volunteer to cover assignments without compensation.

PROFESSIONAL COUNCIL COMMITTEE CHARGES

Charges to certain committees of the Professional Council were agreed to as part of the conduct of negotiations. The following charges will be a part of the total charge to each Professional Council subcommittee:

SUBSTITUTE TEACHER PROGRAM

1. A substitute teacher committee will be formed to study and make recommendations concerning effective methods for increasing the supply of substitute teachers available to the District.
2. The committee will study the procedure that deals with conferences (number of employees who can attend a conference, eligibility and selection to attend conferences, etc.) and make recommendations.

MIDDLE SCHOOLS OPERATION

A joint committee of the Professional Council shall be established for middle schools for the duration of this Agreement. The committee shall be composed of an equal number of teachers and administrators, appointed by the Association and the Superintendent respectively. The Committee will meet monthly to discuss concerns and problems relating to the operation of the middle schools and will develop recommendations for consideration and action by the District and/or Board.

TAX SHELTERED ANNUITY

1. The District shall work cooperatively with the Association, through a standing subcommittee of the Professional Council, to maintain a set of guidelines to determine which tax sheltered annuity (TSA) products will be offered in the District.
2. The District will contract with an outside firm, subject to the approval of the Professional Council's Tax Sheltered Annuity Committee, to conduct an annual analysis of the TSA products being offered within the District. Further, companies not presently authorized but seeking to sell TSA products to District employees will also be included in the annual analysis. The results of the analysis will be available to all teachers for review through the chairperson of the committee.

TEACHER INSERVICES

The Professional Council shall appoint a District Inservice Committee composed of three teachers selected by DCTA and three administrators selected by the District. It shall be the responsibility of the District Inservice Committee to study all District inservice programs and make recommendations.

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective Secretaries, this 6th day of October, 1988.

DENVER CLASSROOM TEACHERS
ASSOCIATION

By:

Jan Erpinc
President

ATTEST:

By:

Janeva L. McQuay
Secretary

SCHOOL DISTRICT NO. 1, IN THE
CITY AND COUNTY OF DENVER

By:

Edward J. Miller
President

ATTEST:

By:

Corrado D. D'Agil
Secretary/Treasurer

APPENDIX A

Preface

Pursuant to the approval of supervisory chairperson positions by the Board of Education, the following Memorandum of Understanding is hereby agreed to by the parties as an appendix to the Agreement.

The intent of this Memorandum does not suggest that the Association endorses the concept of supervisory chairpersons, nor the process used in their selection. In sum, this Memorandum is offered solely in the interest of describing how the parties will proceed in their attempts to resolve issues relating to these positions.

MEMORANDUM OF UNDERSTANDING

Upon completion and ratification of this Memorandum of the Agreement, the District and the Association agree to the following items.

The parties recognize that numerous issues surrounding supervisory chairpersons remain as areas of dispute. The parties therefore agree to establish a standing committee of the Professional Council at the secondary level to be actively involved in reviewing and making recommendations to the Superintendent for action on this program. Such recommendations shall include:

- a. Making recommendations regarding general practices relating to the implementation of this program.
- b. Reviewing the role, function, and effectiveness of the program.
- c. Making recommendations in response to specific input provided by administrative and affected certificated staff.
- d. Methods for the evaluation of supervisory chairpersons as required by state law.
- e. Defining the ancillary role of supervisory chairpersons in assisting principals in their supervision of instruction and evaluation.
- f. Resolving differences regarding the impact of supervisory chairpersons on contractual considerations such as schedules, working conditions, work year, other established department chairperson positions, etc. as they affect supervisory chairpersons and other teachers.

Second, there is advance agreement that teachers in English, Mathematics, Science, and Social Studies holding elected department chairperson positions may, at their option, serve and function as liaison to supervisory chairpersons. Article 9-5

and other related sub-articles in the negotiated agreement will continue to apply to all departments including those not directly affected by supervisory chairpersons. All such positions will continue to be subject to approval of the principal.

Finally, the parties understand that the supervisory chairperson positions are recognized by the District as being administrative and not teacher positions, and that the pending arbitration (#84-28) on this and related issues is intended to resolve the disputes in accordance with the provisions of Article 6.

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NOTES

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APRIL 3, 1989

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

JUL 13 1989



Management Relations Specialist
DENVER PUBLIC SCHOOLS
900 GRANT STREET
DENVER , CO. 80203

PREVIOUS AGREEMENT EXPIRED
DECEMBER 30, 1988

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Denver Colo Sch Dist 1 Prof Ees

WITH EDUCATION ASSOCIATION; NATIONAL
COLORADO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 4,000
2. Number and location of establishments covered by agreement 125
3. Product, service, or type of business K-12 public education
4. If your agreement has been extended, indicate new expiration date Dec. 31, 1990

Robert Gould, Supervisor, Management Relations 303-837-1000 x2267
Your Name and Position Area Code/Telephone Number
Denver Public Schools 900 Grant St. Denver, Colo. 80203
Address City/State/ZIP Code